



Joseph N. Bartels  
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August 12, 2008

**Via FedEx and Electronic Mail**

Douglas Tomchuk  
U.S. Environmental Protection Agency  
Region II  
290 Broadway, 19th Floor  
New York, NY 10007-1866

Re: Berry's Creek Study Area - Transmission of Executed Trust Agreement

Dear Mr. Tomchuk:

Enclosed is a copy of the executed Trust Agreement between the Berry's Creek Study Area Cooperating PRP Group and U.S. Bank National Association, as well as a statement from the Bank indicating the Trust has been funded. This Trust Agreement was made in fulfillment of the PRP Group's Performance Guarantee obligations in Paragraphs 98-99 of the Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study for the Berry's Creek Study Area. A hard copy of the Trust Agreement is being sent to you via overnight FedEx.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Bartels", with a long, sweeping horizontal line extending to the right.

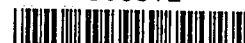
Joseph N. Bartels

JNB:jnb

Enclosures

cc: Clay Monroe, Esq. (w/enclosures, U.S. Mail)  
Steven Jawetz, Esq. (w/o enclosures)

308572



**TRUST AGREEMENT**  
Berry's Creek Study Area

This Trust Agreement (this "Agreement") is entered into as of this 12th day of August, 2008 by and between the Respondents whose names are set forth in Appendix A to this Trust Agreement (the "Grantors"), and U.S. Bank National Association, organized and existing under the laws of the United States of America (the "Trustee").

Whereas, the United States Environmental Protection Agency ("EPA"), an agency of the United States government, and the Grantors have entered into an RI/FS Administrative Settlement Agreement and Order on Consent, to which this Trust Agreement is attached as Exhibit D (hereinafter the "Settlement Agreement"), with respect to the Berry's Creek Study Area (the "Site");

Whereas, the Settlement Agreement provides, in Article XXVII, that the Grantors shall provide assurance that funds will be available as and when needed for performance of the Work required by the Settlement Agreement;

Whereas, in order to provide such financial assurance, Grantors have agreed to establish and fund the trust created by this Agreement; and

Whereas, the Grantors, acting through their duly authorized officers, have selected the Trustee to be the trustee under this Agreement, and the Trustee has agreed to act as trustee hereunder.

Now, therefore, the Grantors and the Trustee agree as follows:

***Section 1. Definitions. As used in this Agreement:***

(a) The term "Beneficiary" shall have the meaning assigned thereto in Section 3 of this Agreement.

(b) The term "Business Day" means any day, other than a Saturday or a Sunday, that banks are open for business in the State of New Jersey, USA.

(c) The term "Claim Certificate" shall have the meaning assigned thereto in Section 4(a) of this Agreement.

(d) The term "Fund" shall have the meaning assigned thereto in Section 3 of this Agreement.

(e) The term "Grantors" shall have the meaning assigned thereto in the first paragraph of this Agreement.

(f) The term "Objection Notice" shall have the meaning assigned thereto in Section 4(b) of this Agreement.

(g) The term "Settlement Agreement" shall have the meaning assigned thereto in the second paragraph of this Agreement.

(h) The term "Site" shall have the meaning assigned thereto in Section 2 of this Agreement.

(i) The term "Trust" shall have the meaning assigned thereto in Section 3 of this Agreement.

(j) The term "Trustee" shall mean the trustee identified in the first paragraph of this Agreement, along with any successor trustee appointed pursuant to the terms of this Agreement.

(k) The term "Work" shall have the meaning assigned thereto in the Settlement Agreement.

**Section 2. Identification of Facilities and Costs.** This Agreement pertains to costs for Work required pursuant to the above referenced Settlement Agreement at the Site as defined in Paragraph 10(R) of the Settlement Agreement.

**Section 3. Establishment of Trust Fund.**

(a) The Grantors and the Trustee hereby establish a trust (the "Trust"), for the benefit of EPA (the "Beneficiary"), to assure that funds are available to pay for performance of the Work in the event that Grantors fail to conduct or complete the Work required by, and in accordance with the terms of, the Settlement Agreement. The Grantors and the Trustee intend that no third party shall have access to monies or other property in the Trust except as expressly provided herein.

(b) The Trust is established initially as consisting of funds in the amount of one million U.S. Dollars (\$1,000,000). This initial payment shall be deposited into the Trust within 90 days from the Effective Date of the Settlement Agreement.

Within 270 days from the Effective Date, a second payment of one million U.S. Dollars (\$1,000,000) shall be deposited into the Trust.

Within one year and 90 days from the Effective Date, a third payment of two million U.S. Dollars (\$2,000,000) shall be deposited into the Trust.

Within one year and 270 days from the Effective Date, a fourth payment of two million U.S. Dollars (\$2,000,000) shall be deposited into the Trust.

Within two years and 90 days from the Effective Date, a fifth payment of three million five hundred thousand U.S. Dollars (\$3,500,000) shall be deposited into the Trust.

Within two years and 270 days from the Effective Date, a sixth payment of three million five hundred thousand U.S. Dollars (\$3,500,000) shall be deposited into the Trust.

Within three years and 90 days from the Effective Date, a seventh payment of one million five hundred thousand U.S. Dollars (\$1,500,000) shall be deposited into the Trust.

Within three years and 270 days from the Effective Date, an eighth payment of one million five hundred thousand U.S. Dollars (\$1,500,000) shall be deposited into the Trust.

Within four years and 90 days from the Effective Date, a ninth payment of one million U.S. Dollars (\$1,000,000) shall be deposited into the Trust.

Within four years and 270 days from the Effective Date, a tenth payment of one million U.S. Dollars (\$1,000,000) shall be deposited into the Trust.

The timing or the amount of all payments other than the first two may be amended pursuant to Paragraph 100 and/or Paragraph 102 of the Settlement Agreement. The Trustee shall be notified in writing by an authorized representative of the Grantors of any such amendment of timing or payment amounts. Such funds, along with any other monies and/or other property hereafter deposited into the Trust, and together with all earnings and profits thereon, are referred to herein collectively as the "Fund."

(c) The Fund shall be held by the Trustee, IN TRUST, as hereinafter provided. The Trustee shall not be responsible nor shall it undertake any responsibility for the amount or adequacy of, nor any duty to collect from the Grantors, any payments necessary to discharge any liabilities of the Grantors owed to the United States.

***Section 4. Payment for Work Required Under the Settlement Agreement.*** The Trustee shall make payments from the Fund in accordance with the following procedures.

(a) From time to time, the Grantors and/or their authorized representative may request that the Trustee make payment from the Fund for Work performed under the Settlement Agreement by delivering to the Trustee and EPA a written invoice and certificate (together, a "Claim Certificate") signed by the Grantors' Representative and certifying:

(i) that the invoice is for Work performed at the Site in accordance with the Settlement Agreement;

(ii) a description of the Work that has been performed, the amount of the claim, and the identity of the payee(s); and

(iii) that the Grantors have sent a copy of such Claim Certificate to EPA, both to the EPA attorney and the EPA RPM at their respective addresses shown in this Agreement, including the date on which such copy was sent and, in the case of electronic delivery, the date on which such copy was received by EPA as evidenced by a e-mail, facsimile, or other similar delivery methods, or in the case of regular mail, Grantors will provide Trustee with proof of service upon EPA by overnight delivery, certified mail, or other similar delivery methods, within a reasonable time after service is complete.

(iv) the Claim Certificate shall designate the entity to which the requested payment from the Fund is to be made.

(b) EPA may object to any payment requested in a Claim Certificate submitted by the Grantors (or their authorized representative), in whole or in part, by delivering to the Trustee a written notice (an "Objection Notice") within fifteen (15) days after the date of EPA's receipt of the Claim Certificate as shown on the relevant return receipt. An Objection Notice sent by EPA shall state (i) whether EPA objects to all or only part of the payment requested in the relevant Claim Certificate; (ii) the basis for such objection, (iii) that EPA has sent a copy of such Objection Notice to the Grantors and the date on which such copy was sent; and (iv) the portion of the payment requested in the Claim Certificate, if any, which is not objected to by EPA, which undisputed portion the Trustee shall proceed to distribute in accordance with Section 4(d) below. EPA may object to a request for payment contained in a Claim Certificate only on the grounds that the requested payment is either (x) not for the costs of Work under the Settlement Agreement or (y) otherwise inconsistent with the terms and conditions of the Settlement Agreement.

(c) If the Trustee receives a Claim Certificate and does not receive an Objection Notice from EPA within the time period specified in Section 4(b) above, the Trustee shall, after the expiration of such time period, promptly make the payment from the Fund requested in such Claim Certificate.

(d) If the Trustee receives a Claim Certificate and also receives an Objection Notice from EPA within the time period specified in Section 4(b) above, but which Objection Notice objects to only a portion of the requested payment, the Trustee shall, after the expiration of such time period, promptly make payment from the Fund of the uncontested amount as requested in the Claim Certificate. The Trustee shall not make any payment from the Fund for the portion of the requested payment to which EPA has objected in its Objection Notice.

(e) If the Trustee receives a Claim Certificate and also receives an Objection Notice from EPA within the time period specified in Section 4(b) above, which Objection Notice objects to all of the requested payment, the Trustee shall not make any payment from the Fund for amounts requested in such Claim Certificate.

(f) Any disputes with respect to requests for payments or Objection Notices shall be resolved pursuant to Section XV (Dispute Resolution) of the Settlement Agreement.

(g) If, at any time during the term of this Agreement, EPA implements a "Work Takeover" pursuant to the terms of the Settlement Agreement and intends to direct payment of monies from the Fund to pay for performance of Work during the period of such Work Takeover, the timing and amounts of the payments established by Section 3(b) above shall be superseded, and consistent with the requirements of Paragraph 101 of the Settlement Agreement, the Grantors shall immediately upon written demand of EPA deposit into the Trust in immediately available funds and without setoff, counterclaim or condition of any kind, a cash amount up to but not exceeding the estimated cost of the remaining Work to be performed, as determined by EPA. EPA shall notify the Trustee in writing of EPA's commencement of such Work Takeover. Upon receiving such written notice from EPA, the disbursement procedures set forth in Sections 4(a)-(e) above shall immediately be suspended, and the Trustee shall thereafter make payments from the Fund only to such person or persons as the EPA may direct in writing from time to time for the sole purpose of providing payment for performance of Work required

by the Settlement Agreement. Further, after receiving such written notice from EPA, the Trustee shall not make any disbursements from the Fund at the request of the Grantors, including their representatives, or of any other person except at the express written direction of EPA. If EPA ceases such a Work Takeover in accordance with the terms of the Settlement Agreement, EPA shall so notify the Trustee in writing and, upon the Trustee's receipt of such notice, the disbursement procedures specified in Sections 4(a)-(e) above shall be reinstated.

(h) While this Agreement is in effect, disbursements from the Fund are governed exclusively by the express terms of this Agreement.

**Section 5. Trust Management.** The Trustee shall invest and reinvest the principal and income of the Fund and keep the Fund invested as a single fund, without distinction between principal and income, in accordance with directions which the Grantors may communicate in writing to the Trustee from time to time, except that:

(a) securities, notes, and other obligations of any person or entity shall not be acquired or held by the Trustee with monies comprising the Fund, unless they are securities, notes, or other obligations of the U.S. government or any U.S. state government or as otherwise permitted in writing by the EPA;

(b) the Trustee is authorized to invest the Fund in time or demand deposits of the Trustee, to the extent such deposits are insured by an agency of the U.S. or any U.S. state government; and

(c) the Trustee is authorized to hold cash awaiting investment or distribution uninvested for a reasonable time and without liability for the payment of interest thereon.

**Section 6. Commingling and Investment.**

(a) The Trustee is expressly authorized in its discretion to transfer from time to time any or all of the assets of the Fund to any common, commingled, or collective trust fund created by the Trustee in which the Fund is eligible to participate, subject to all of the provisions hereof and thereof, to be commingled with the assets of other trusts participating therein.

(b) The Trustee is authorized to purchase shares in any investment company registered under the Investment Company Act of 1940, 15 U.S.C. 80a-1 et seq., including one which may be created, managed, underwritten, or to which investment advice is rendered or the shares of which are sold by the Trustee. The Trustee may vote such shares in its discretion.

**Section 7. Express Powers of Trustee.** Without in any way limiting the powers and discretion conferred upon the Trustee by the other provisions of this Agreement or by law, the Trustee is expressly authorized and empowered:

(a) to make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;

(b) to register any securities held in the Fund in its own name or in the name of a nominee and to hold any security in bearer form or in book entry, or to combine certificates representing such securities with certificates of the same issue held by the Trustee in other fiduciary capacities, or to deposit or arrange for the deposit of such securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by another person, or to deposit or arrange for the deposit of any securities issued by the U.S. government or any U.S. state government, or any agency or instrumentality thereof, with a Federal Reserve bank, but the books and records of the Trustee shall at all times show that all such securities are part of the Fund; and

(c) to deposit any cash in the Fund in interest-bearing accounts maintained or savings certificates issued by the Trustee, in its separate corporate capacity, or in any other banking institution affiliated with the Trustee, to the extent insured by an agency of the U.S. government.

**Section 8. Taxes and Expenses.** All taxes of any kind that may be assessed or levied against or in respect of the Fund shall be paid from the Fund. All other expenses and charges incurred by the Trustee in connection with the administration of this Trust, including fees for legal services rendered to the Trustee, the compensation of the Trustee, and all other proper charges and disbursements of the Trustee, shall be paid by the Grantors. If the Grantors do not pay such expenses or charges directly within the time period agreed to by the Grantors and the Trustee, the Trustee, on written notice to the EPA attorney and the EPA RPM at their respective addresses shown in this Agreement, may seek payment from the Fund.

**Section 9. Annual Valuation.** The Trustee shall annually, no more than thirty (30) days after the anniversary date of establishment of the Fund, furnish to the Grantors and to the Beneficiary a statement confirming the value of the Trust. Any securities in the Fund shall be valued at market value as of no more than 60 days prior to the anniversary date of establishment of the Fund. The annual valuation shall include an accounting of any fees or expenses levied against the Fund. The Trustee shall also provide such information concerning the Fund and this Trust as EPA may request from time to time.

**Section 10. Advice of Counsel.** The Trustee may from time to time consult with counsel with respect to any question arising as to the construction of this Agreement or any action to be taken hereunder; provided, however, that any counsel retained by the Trustee for such purposes may not, during the period of its representation of the Trustee, serve as counsel to the Grantors under this Agreement.

**Section 11. Trustee Compensation.** The Trustee shall be entitled to reasonable compensation for its services as agreed upon in writing with the Grantors and as notified in writing to the Beneficiary.

**Section 12. Trustee and Successor Trustee.** The Trustee and any replacement Trustee must be approved in writing by EPA and must not be affiliated with any of the Grantors. The Trustee may resign or the Grantors may replace the Trustee, but such resignation or replacement shall not be effective until the Grantors have appointed a successor trustee approved

in writing by EPA and this successor accepts such appointment. The successor trustee shall have the same powers and duties as those conferred upon the Trustee hereunder. Upon the successor trustee's acceptance of the appointment, the Trustee shall assign, transfer, and pay over to the successor trustee the funds and properties then constituting the Fund. If for any reason the Grantors cannot or do not act in the event of the resignation of the Trustee, the Trustee may apply to EPA or a court of competent jurisdiction for the appointment of a successor trustee or for instructions. The successor trustee shall specify the date on which it assumes administration of the Fund and the Trust in a writing sent to the Grantors, the Beneficiary, and the present Trustee by certified mail no less than 10 days before such change becomes effective. Any expenses incurred by the Trustee as a result of any of the acts contemplated by this Section shall be paid as provided in Section 8.

**Section 13. Instructions to the Trustee.** All instructions to the Trustee shall be in writing, signed by a Grantors' Representative. At least one Grantors' Representative shall be designated by the Grantors no later than 30 days after execution of this Agreement in a writing executed by John N. Hanson on behalf of and as Common Counsel to the Berry's Creek Cooperating PRP Group and as Chair of the Steering Committee of the Berry's Creek Cooperating PRP Group. The Grantors' Representative(s) may from time to time designate additional or substitute Grantors' Representatives in writing. The Grantors' Representative is a representative of the Grantors who has been empowered to act on behalf of the Grantors under this Agreement. Such instruction may include, but not be limited to, instructions to direct the Trustee in any manner regarding the preparation and filing of Tax Returns, if any, by the Trustee. The Trustee shall be fully protected in acting without inquiry on such written instructions given in accordance with the terms of this Agreement. The Trustee shall have no duty to act in the absence of such written instructions, except as expressly provided for herein.

**Section 14. Amendment of Agreement.** This Agreement may be amended only by an instrument in writing executed by the Grantors or the Grantors Representative and the Trustee, and with the prior written consent of EPA.

**Section 15. Irrevocability and Termination.** This Trust shall be irrevocable and shall continue until terminated upon the earlier to occur of (a) receipt of EPA's notice of completion of work pursuant to the Settlement Agreement and (b) the complete exhaustion of the Fund comprising the Trust as certified in writing by the Trustee to EPA and the Grantors. Upon termination of the Trust pursuant to Section 15(a), all remaining trust property (if any), less final trust administration expenses, shall be delivered to the Grantors.

**Section 16. Immunity and Indemnification.** The Trustee shall not incur personal liability of any nature in connection with any act or omission, made in good faith, in the administration of this Trust, or in carrying out any directions by the Grantors or the EPA issued in accordance with this Agreement. The Trustee shall be indemnified and saved harmless by the Grantors from and against any personal liability to which the Trustee may be subjected by reason of any act or conduct made by the Trustee in good faith in its official capacity, including all expenses reasonably incurred in its defense in the event the Grantors fail to provide such defense. If the Grantors fail to fulfill their obligations as set forth in this Section, the Fund shall indemnify and save harmless the Trustee as provided hereinabove.



**Section 17. Choice of Law.** This Agreement shall be administered, construed, and enforced according to the laws of the State of New Jersey.

**Section 18. Interpretation.** As used in this Agreement, words in the singular include the plural and words in the plural include the singular. The descriptive headings for each Section of this Agreement shall not affect the interpretation or the legal efficacy of this Agreement.

**Section 19. Notices.** All notices and other communications given under this agreement shall be in writing and shall be addressed to the parties as follows or to such other address as the parties shall by written notice designate:

(a) If to the Grantors, to John N. Hanson, Common Counsel, Berry's Creek Study Area Cooperating PRP Group, c/o Beveridge & Diamond, P.C., 1350 I Street, NW, Suite 700, Washington, DC 20005, or [jhanson@bdlaw.com](mailto:jhanson@bdlaw.com).

(b) If to the Trustee, to U.S. Bank National Association Corporate Trust Services, 21 South Street, 3rd Floor, Morristown, NJ 07960 Telephone 973-898-7160, Fax 973-682-4540

(c) If to EPA, to Douglas J. Tomchuk, Remedial Project Manager, 290 Broadway, New York, NY 10007, or [tomchuk.doug@epa.gov](mailto:tomchuk.doug@epa.gov), and Clay Monroe, Assistant Regional Counsel, New Jersey Superfund Branch, USEPA Region 2, at 290 Broadway, New York, NY 10007, or [monroe.clay@epa.gov](mailto:monroe.clay@epa.gov).

**Section 20. Method of Execution.** This Trust Agreement shall be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

[Remainder of page left blank intentionally.]

**SIGNATURE PAGE**

**TRUST AGREEMENT: BERRY'S CREEK STUDY AREA**

**In Witness Whereof**, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**TRUSTEE**

**U.S. BANK NATIONAL ASSOCIATION**

**Signature:**

S. Roche

**Name:**

**Stephanie Roche**

**Title:**

**Vice President**

**Date:**

8/12/08

**Attest**

Linda J. Schneider

**Linda J. Schneider**  
**Assistant Vice President**

**Date: August 12, 2008**

## APPENDIX A

### RESPONDENTS TO ADMINISTRATIVE SETTLEMENT AGREEMENT AND ORDER ON CONSENT FOR REMEDIAL INVESTIGATION AND FEASIBILITY STUDY, BERRY'S CREEK STUDY AREA U.S. EPA Index No. II-CERCLA-2007-2006

1. 3M Company
2. ABB Inc. for Bailey Controls
3. Air Products and Chemicals, Inc.
4. Akzo Nobel Coatings Inc.
5. Alcoa Inc.
6. Allied Chemical (predecessor company to Honeywell)
7. Andersen Land Corp.
8. Arkema Inc.
9. Ashland Inc.
10. Avery Dennison Corporation, as successor to Paxar Corporation
11. BASF on its own behalf and on behalf of BASF Catalyst LLC
12. Becton, Dickinson and Company
13. Belmont Metals, Inc.
14. Benjamin Moore & Co.
15. Bristol-Myers Squibb Company
16. Browning-Ferris Industries of New Jersey, Inc.
17. CBS Corporation (f/k/a Viacom Inc., f/k/a Westinghouse Electric Corporation)
18. Chemcoat, Inc.
19. Ciba Corporation (f/k/a Ciba Specialty Chemicals Corporation)
20. CNA Holdings, Inc.
21. Cognis Corporation as successor to Henkel Corporation, for itself and on behalf of Henkel Corporation
22. Columbia University
23. Congoleum Corporation
24. Conopco, Inc (formerly d/b/a Day-Baldwin Inc.)
25. Continental Holdings Inc., as successor in interest for certain limited purposes to Continental Can Company, Inc.
26. Cosan Chemical Corporation
27. Cycle Chem Inc.
28. D.F. Goldsmith Chemical & Metal Corp.
29. Dri-Print Foils, Inc. (subsidiaries and successors include: Beatrice Foods Co., Beatrice Companies, Inc., Beatrice Company, Hunt-Wesson, Inc., ConAgra Grocery Products Company, ConAgra Grocery Products Company, LLC, API-Foils, Inc.)
30. E.I. du Pont de Nemours and Company

31. Exxon Mobil Corporation on behalf of itself, its affiliates ExxonMobil Oil Corporation, formerly known as Mobil Oil Corporation, and Exxon Company, USA
32. FUJIFILM Graphic Systems U.S.A., Inc.
33. Garfield Refining Company
34. General Electric Co.
35. General Motors Corporation
36. Hexion Specialty Chemicals, Inc. (f/k/a Borden Chemical, Inc.)
37. Hoffmann-La Roche Inc.
38. Honeywell International, Inc.
39. Honeywell International Inc. on behalf of and as indemnitor to Sumitomo Machinery Corporation of America
40. ISP Environmental Services Inc.
41. John L. Armitage & Co.
42. Johnson & Johnson
43. Kirker Enterprises, Inc.
44. L.E. Carpenter & Co.
45. LANXESS Corporation as successor in interest to Bayer solely for this matter
46. Lucent Technologies Inc.
47. Mack Trucks, Inc.
48. Mallinckrodt Baker, Inc.
49. Mallinckrodt Inc.
50. Manor Care, Inc. and all current and former subsidiaries, affiliates, predecessors, successors and all other entities, both current and former, affiliated with the above-referenced entities, including Manor Care of America, Inc., ManorCare Health Services, Inc. (f/k/a Manor Healthcare Corp.), and Portfolio One, Inc., (f/k/a and successor in interest to Chemline, Inc. and Almo Anti Pollution, Inc.)
51. Matheson Tri-Gas, Inc.
52. Merck & Co., Inc.
53. Monroe Chemical, Inc.
54. Morton International, Inc.
55. MTA New York City Transit
56. Nepera, Inc.
57. New England Laminates Co., Inc.
58. New Jersey Institute of Technology
59. NL Industries, Inc.
60. Northrop Grumman Systems Corporation on behalf of Litton Systems/Fitchburg Coated Products and Grumman Corp.
61. Occidental Chemical Corporation, as successor to Diamond Shamrock Chemicals Company
62. Olin Corporation
63. Osram Sylvania, Inc.

64. Pan Technology
65. Permacel, A Nitto Denko Company
66. Pfizer Inc.
67. Pharmacia Corp., by its Attorney-In-Fact Monsanto Company
68. PSEG Fossil, LLC
69. Reckitt Benckiser Inc.
70. Revlon Consumer Products Corporation
71. Rohm and Haas Company
72. Rohm and Haas Company, on behalf of Bee Chemical Company, for this matter only
73. Seagrave Coatings Corp. (a/k/a Chemray Coatings)
74. SI Group, Inc.
75. Siegfried (USA), Inc.
76. Simon Wrecking Company, Inc., Simon Resources, Inc. and Mid-State Trading Co.
77. SmithKline Beecham Corporation
78. Spectrum Brands o/b/o Rayovac Corporation
79. Sun Chemical Corporation
80. Tate & Lyle Ingredients Americas, Inc. (f/k/a A.E. Staley Manufacturing Company)
81. Technical Coatings Co.
82. Tennessee Gas Pipeline Company (f/k/a Tenneco, Inc.)
83. The Custodial Trust by and through LePetomane III, Inc., not individually but solely in its representative capacity as Custodial Trust Trustee
84. The Dow Chemical Company
85. The Gillette Company
86. The Port Authority of New York & New Jersey
87. The Wella Corporation
88. Trane U.S. Inc.
89. Ulano Corporation, for itself and its former corporate affiliate, Ber Mar Manufacturing Corp
90. Union Carbide Corporation
91. United Technologies Corporation on behalf of Inmont Corporation
92. Universal Oil Products (subsidiary of Honeywell)
93. University of Minnesota
94. Veolia ES Technical Solutions, L.L.C., as successor by merger to Marisol, Incorporated
95. W.A. Baum Company, Inc.
96. Warner-Lambert Company LLC., a wholly-owned subsidiary of Pfizer Inc.
97. Western Michigan University
98. Cytec Industries Inc. as indemnitor on behalf of Wyeth Holdings Corporation (f/k/a American Cyanamid Company)

**SIGNATURE PAGE**  
**TRUST AGREEMENT: BERRY'S CREEK STUDY AREA**

**In Witness Whereof**, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

Name of Respondent: 3M Company  
(as shown on Appendix A)  
Signature: R. A. Paschke  
Name: R. A. Paschke  
Title: Manager,  
~~Corporate Environmental Programs~~  
Date: June 16, 2008

**ADDITIONAL INSTRUCTIONS:** To satisfy requirements relating to the U.S.A. Patriot Act, please enclose with this signature page the following:

1. All signatories, a completed and executed Form W-9.
2. Publicly traded companies, your stock symbol: MMM.
3. Privately held companies, a Certificate of Good Standing.
4. Trusts, your trust agreement.
5. Universities, your website address: \_\_\_\_\_.
6. Public entities, your website address: www.3m.com.

**SIGNATURE PAGE**  
**TRUST AGREEMENT: BERRY'S CREEK STUDY AREA**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

Name of Respondent: ABB Inc. for Bailey Controls  
(as shown on Appendix A)

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

R. Keith Knauerhase

Title: \_\_\_\_\_

US Environmental Counsel

Director, Environmental Engineering & Sustainability

Date: \_\_\_\_\_

7/24/08

**ADDITIONAL INSTRUCTIONS:** To satisfy requirements relating to the U.S.A. Patriot Act, please enclose with this signature page the following:

1. All signatories, a completed and executed Form W-9.
2. Publicly traded companies, your stock symbol: ABB.
3. Privately held companies, a Certificate of Good Standing.
4. Trusts, your trust agreement.
5. Universities, your website address: \_\_\_\_\_.
6. Public entities, your website address: www.abb.com.

**SIGNATURE PAGE**  
**TRUST AGREEMENT: BERRY'S CREEK STUDY AREA**

**In Witness Whereof**, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

Name of Respondent: Air Products and Chemicals, Inc.  
(as shown on Appendix A)

Signature:

 TS

Name:

Wayne M. Mitchell

Title:

Vice President and General Manager,  
Performance Materials Division

Date:

7/15/08

**ADDITIONAL INSTRUCTIONS:** To satisfy requirements relating to the U.S.A. Patriot Act, please enclose with this signature page the following:

1. All signatories, a completed and executed Form W-9.
2. Publicly traded companies, your stock symbol: APD.
3. Privately held companies, a Certificate of Good Standing.
4. Trusts, your trust agreement.
5. Universities, your website address: \_\_\_\_\_.
6. Public entities, your website address: \_\_\_\_\_.



**SIGNATURE PAGE**  
**TRUST AGREEMENT: BERRY'S CREEK STUDY AREA**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

Name of Respondent: Akzo Nobel Coatings Inc.  
(as shown on Appendix A)

Signature:

Name:

Title:

Date:

*Douglas W. Butler for Akzo Nobel Coatings Inc.*  
Douglas W. Butler

Senior Environmental Affairs Manager

24 July 2008

**ADDITIONAL INSTRUCTIONS:** To satisfy requirements relating to the U.S.A. Patriot Act, please enclose with this signature page the following:

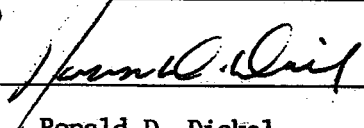
1. All signatories, a completed and executed Form W-9.
2. Publicly traded companies, your stock symbol: AKZA.AS ( see note )
- ☒ 3. Privately held companies, a Certificate of Good Standing.
- ☒ 4. Trusts, your trust agreement.
- ☒ 5. Universities, your website address: \_\_\_\_\_.
- ☒ 6. Public entities, your website address: \_\_\_\_\_.

**Note:** The parent company Akzo Nobel n.v. is located in The Netherlands and the stock is traded on the Amsterdam exchange.

**SIGNATURE PAGE**  
**TRUST AGREEMENT: BERRY'S CREEK STUDY AREA**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

Name of Respondent: Alcoa Inc.  
(as shown on Appendix A)  
Signature:   
Name: Ronald D. Dickel  
Title: Vice President  
Date: 7/24/08

**ADDITIONAL INSTRUCTIONS:** To satisfy requirements relating to the U.S.A. Patriot Act, please enclose with this signature page the following:

1. All signatories, a completed and executed Form W-9.
2. Publicly traded companies, your stock symbol: AA.
3. Privately held companies, a Certificate of Good Standing.
4. Trusts, your trust agreement.
5. Universities, your website address: \_\_\_\_\_.
6. Public entities, your website address: \_\_\_\_\_.

**SIGNATURE PAGE**  
**TRUST AGREEMENT: BERRY'S CREEK STUDY AREA**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

Name of Respondent: Allied Chemical (predecessor company to Honeywell)  
(as shown on Appendix A)  
Signature: [Signature]  
Name: John J. Morris  
Title: DIRECTOR - EAST COAST Portfolio  
Date: 7/29/08

**ADDITIONAL INSTRUCTIONS:** To satisfy requirements relating to the U.S.A. Patriot Act, please enclose with this signature page the following:

1. All signatories, a completed and executed Form W-9.
2. Publicly traded companies, your stock symbol: HON
3. Privately held companies, a Certificate of Good Standing. Not Applicable
4. Trusts, your trust agreement. Not Applicable
5. Universities, your website address: Not Applicable
6. Public entities, your website address: Honeywell.com


**SIGNATURE PAGE**

**TRUST AGREEMENT: BERRY'S CREEK STUDY AREA**

**In Witness Whereof**, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

Name of Respondent: Andersen Land Corp  
(as shown on Appendix A)

Signature: 

Name: Andrew M. O'Shea

Title: President

Date: 7/25/2008

**ADDITIONAL INSTRUCTIONS:** To satisfy requirements relating to the U.S.A. Patriot Act, please enclose with this signature page the following:

1. All signatories, a completed and executed Form W-9.
2. Publicly traded companies, your stock symbol: \_\_\_\_\_.
3. Privately held companies, a Certificate of Good Standing.
4. Trusts, your trust agreement.
5. Universities, your website address: \_\_\_\_\_.
6. Public entities, your website address: \_\_\_\_\_.

**SIGNATURE PAGE**  
**TRUST AGREEMENT: BERRY'S CREEK STUDY AREA**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

Name of Respondent: Arkema Inc.  
(as shown on Appendix A)

Signature: Stan Beisert

Name: Stan Beisert

Title: President, Legacy Site Services LLC (agent for Arkema, Inc.)

Date: July 17, 2008

**ADDITIONAL INSTRUCTIONS:** To satisfy requirements relating to the U.S.A. Patriot Act, please enclose with this signature page the following:

1. All signatories, a completed and executed Form W-9.
2. Publicly traded companies, your stock symbol: \_\_\_\_\_.
3. Privately held companies, a Certificate of Good Standing.
4. Trusts, your trust agreement.
5. Universities, your website address: \_\_\_\_\_.
6. Public entities, your website address: \_\_\_\_\_.

**SIGNATURE PAGE**

**TRUST AGREEMENT: BERRY'S CREEK STUDY AREA**

**In Witness Whereof**, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

Ashland Inc.



Thomas F. Davis  
Assistant Secretary  
Ashland Inc.  
July 21, 2008

**ADDITIONAL INSTRUCTIONS:** To satisfy requirements relating to the U.S.A. Patriot Act, please enclose with this signature the following:

1. All signatories, a completed and executed Form W-9. Attached as ASH00001.
2. Publicly traded companies, your stock symbol. Attached as ASH00002.
3. Privately held companies, a Certificate of Good Standing. NA for Ashland.
4. Trust, your trust agreement. NA for Ashland.
5. Universities, your website address. NA for Ashland.
6. Public entities, your website address. NA for Ashland.

**SIGNATURE PAGE**  
**TRUST AGREEMENT: BERRY'S CREEK STUDY AREA**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

Name of Respondent: Avery Dennison Corporation, as successor to Paxar Corporation  
(as shown on Appendix A)

Signature: Michael G. Sterthous

Name: Michael G. Sterthous

Title: Legal Counsel for Avery Dennison Corporation

Date: July 16, 2008

**ADDITIONAL INSTRUCTIONS:** To satisfy requirements relating to the U.S.A. Patriot Act, please enclose with this signature page the following:

1. All signatories, a completed and executed Form W-9.
2. Publicly traded companies, your stock symbol: AVY.
3. Privately held companies, a Certificate of Good Standing.
4. Trusts, your trust agreement.
5. Universities, your website address: \_\_\_\_\_.
6. Public entities, your website address: \_\_\_\_\_.

**SIGNATURE PAGE**  
**TRUST AGREEMENT: BERRY'S CREEK STUDY AREA**

**In Witness Whereof**, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

Name of Respondent:  
(as shown on Appendix A)

**BASF Corporation**  
On its own behalf and on behalf of  
**BASF CATALYST LLC**

Signature:

*Nan Bernardo*

Name:

Nan Bernardo  
Senior Environmental Counsel

Title:

July 29, 2008

Date:

**ADDITIONAL INSTRUCTIONS:** To satisfy requirements relating to the U.S.A. Patriot Act, please enclose with this signature page the following:

1. All signatories, a completed and executed Form W-9.
2. Publicly traded companies, your stock symbol: \_\_\_\_\_.
3. Privately held companies, a Certificate of Good Standing.
4. Trusts, your trust agreement.
5. Universities, your website address: \_\_\_\_\_.
6. Public entities, your website address: \_\_\_\_\_.



**SIGNATURE PAGE**

**TRUST AGREEMENT: BERRY'S CREEK STUDY AREA**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

Name of Respondent: BECTON, DICKINSON AND COMPANY  
(as shown on Appendix A)

Signature: 

Name:

BRUCE J. HECTOR

Title:

ASSOCIATE GENERAL COUNSEL  
AND CHIEF LITIGATION COUNSEL

Date:

JULY 28, 2008

**ADDITIONAL INSTRUCTIONS:** To satisfy requirements relating to the U.S.A. Patriot Act, please enclose with this signature page the following:

1. All signatories, a completed and executed Form W-9.
2. Publicly traded companies, your stock symbol: BDX
3. Privately held companies, a Certificate of Good Standing.
4. Trusts, your trust agreement.
5. Universities, your website address:
6. Public entities, your website address: www.bd.com

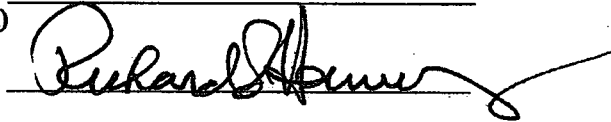
**SIGNATURE PAGE**  
**TRUST AGREEMENT: BERRY'S CREEK STUDY AREA**

**In Witness Whereof**, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

Name of Respondent: BELMONT METALS INC.  
(as shown on Appendix A)

Signature: \_\_\_\_\_



Name: RICHARD G. HENNING

Title: PRESIDENT

Date: JULY 21, 2008

**ADDITIONAL INSTRUCTIONS:** To satisfy requirements relating to the U.S.A. Patriot Act, please enclose with this signature page the following:

1. All signatories, a completed and executed Form W-9.
2. Publicly traded companies, your stock symbol: \_\_\_\_\_.
3. Privately held companies, a Certificate of Good Standing.
4. Trusts, your trust agreement.
5. Universities, your website address: \_\_\_\_\_.
6. Public entities, your website address: \_\_\_\_\_.

**SIGNATURE PAGE**  
**TRUST AGREEMENT: BERRY'S CREEK STUDY AREA**

**In Witness Whereof**, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

Name of Respondent: Benjamin Moore & Co.  
(as shown on Appendix A)

Signature: \_\_\_\_\_

Name: James L. Megin

Title: V.P. Finance, Chief Information Officer and Treasurer

Date: July 21, 2008

**ADDITIONAL INSTRUCTIONS:** To satisfy requirements relating to the U.S.A. Patriot Act, please enclose with this signature page the following:

1. All signatories, a completed and executed Form W-9.
2. Publicly traded companies, your stock symbol: \_\_\_\_\_.
3. Privately held companies, a Certificate of Good Standing.
4. Trusts, your trust agreement.
5. Universities, your website address: \_\_\_\_\_.
6. Public entities, your website address: \_\_\_\_\_.

**SIGNATURE PAGE**

**TRUST AGREEMENT: BERRY'S CREEK STUDY AREA**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

Name of Respondent: BRISTOL-MYERS SQUIBB COMPANY  
(as shown on Appendix A)

Signature: Reed W. Neuman

Name: REED W. NEUMAN

Title: COUNSEL

Date: 7-29-08

**ADDITIONAL INSTRUCTIONS:** To satisfy requirements relating to the U.S.A. Patriot Act, please enclose with this signature page the following:

1. All signatories, a completed and executed Form W-9.
2. Publicly traded companies, your stock symbol: BMJ.
3. Privately held companies, a Certificate of Good Standing.
4. Trusts, your trust agreement.
5. Universities, your website address: \_\_\_\_\_.
6. Public entities, your website address: \_\_\_\_\_.

**SIGNATURE PAGE**  
**TRUST AGREEMENT: BERRY'S CREEK STUDY AREA**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

Name of Respondent: Browning-Ferris Industries of New Jersey, Inc.  
(as shown on Appendix A)

Signature: J. Lynn White

Name: Jo Lynn White

Title: Corporate Secretary

Date: 7-22-08

**ADDITIONAL INSTRUCTIONS:** To satisfy requirements relating to the U.S.A. Patriot Act, please enclose with this signature page the following:

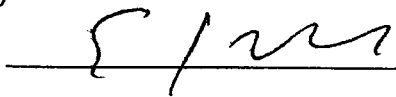
1. All signatories, a completed and executed Form W-9.
2. Publicly traded companies, your stock symbol: AW on NYSE
3. Privately held companies, a Certificate of Good Standing.
4. Trusts, your trust agreement.
5. Universities, your website address: \_\_\_\_\_
6. Public entities, your website address: www.alliedwaste.com

**SIGNATURE PAGE**  
**TRUST AGREEMENT: BERRY'S CREEK STUDY AREA**

**In Witness Whereof**, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

Name of Respondent: CBS Corporation  
(as shown on Appendix A)

Signature: 

Name: Eric J. Sobczak

Title: Assistant Secretary

Date: July 17, 2008

**ADDITIONAL INSTRUCTIONS:** To satisfy requirements relating to the U.S.A. Patriot Act, please enclose with this signature page the following:

1. All signatories, a completed and executed Form W-9.
2. Publicly traded companies, your stock symbol: CBS.
3. Privately held companies, a Certificate of Good Standing.
4. Trusts, your trust agreement.
5. Universities, your website address: \_\_\_\_\_.
6. Public entities, your website address: \_\_\_\_\_.

**SIGNATURE PAGE**  
**TRUST AGREEMENT: BERRY'S CREEK STUDY AREA**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

Name of Respondent:  
(as shown on Appendix A)

Chemcoat Inc

Signature:



Name:

JAMES MCC O'BRIEN

Title:

PRESIDENT

Date:

7/28/08

**ADDITIONAL INSTRUCTIONS:** To satisfy requirements relating to the U.S.A. Patriot Act, please enclose with this signature page the following:

- ① All signatories, a completed and executed Form W-9.
2. Publicly traded companies, your stock symbol: \_\_\_\_\_.
- ③ Privately held companies, a Certificate of Good Standing.
4. Trusts, your trust agreement.
5. Universities, your website address: \_\_\_\_\_.
6. Public entities, your website address: \_\_\_\_\_.

**SIGNATURE PAGE**  
**TRUST AGREEMENT: BERRY'S CREEK STUDY AREA**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

Name of Respondent: Ciba Corporation (f/k/a Ciba Specialty Chemicals Corporation)  
(as shown on Appendix A)

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

John R. Erickson

Title: \_\_\_\_\_

Head, Environmental, Health and Safety, NAFTA

Date: \_\_\_\_\_

7/15/2008

**ADDITIONAL INSTRUCTIONS:** To satisfy requirements relating to the U.S.A. Patriot Act, please enclose with this signature page the following:

1. All signatories, a completed and executed Form W-9.
2. Publicly traded companies, your stock symbol: \_\_\_\_\_.
3. Privately held companies, a Certificate of Good Standing.
4. Trusts, your trust agreement.
5. Universities, your website address: \_\_\_\_\_.
6. Public entities, your website address: \_\_\_\_\_.



**SIGNATURE PAGE**  
**TRUST AGREEMENT: BERRY'S CREEK STUDY AREA**

**In Witness Whereof**, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

Name of Respondent: CNA Holdings, Inc.  
(as shown on Appendix A)

Signature: \_\_\_\_\_

*John W. Howard*



Name: John Howard

Title: Vice President

Date: 28 JUL 08

**ADDITIONAL INSTRUCTIONS:** To satisfy requirements relating to the U.S.A. Patriot Act, please enclose with this signature page the following:

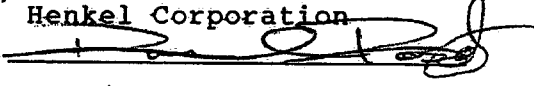
1. All signatories, a completed and executed Form W-9.
2. Publicly traded companies, your stock symbol: CE.
3. Privately held companies, a Certificate of Good Standing.
4. Trusts, your trust agreement.
5. Universities, your website address: \_\_\_\_\_.
6. Public entities, your website address: www.celanese.com.

**SIGNATURE PAGE**  
**TRUST AGREEMENT: BERRY'S CREEK STUDY AREA**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

Name of Respondent: Cognis Corporation, as successor to  
(as shown on Appendix A) Henkel Corporation, for itself and on behalf of  
Henkel Corporation

Signature: 

Name: Raul Rosado, Jr.

Title: General Counsel

Date: 7/22/08

**ADDITIONAL INSTRUCTIONS:** To satisfy requirements relating to the U.S.A. Patriot Act, please enclose with this signature page the following:

1. All signatories, a completed and executed Form W-9.
2. Publicly traded companies, your stock symbol: \_\_\_\_\_.
3. Privately held companies, a Certificate of Good Standing.
4. Trusts, your trust agreement.
5. Universities, your website address: \_\_\_\_\_.
6. Public entities, your website address: \_\_\_\_\_.

**SIGNATURE PAGE**  
**TRUST AGREEMENT: BERRY'S CREEK STUDY AREA**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

Name of Respondent: COLUMBIA UNIVERSITY  
(as shown on Appendix A)

Signature: 

Name: DAVID HIRSH

Title: EXECUTIVE VICE PRESIDENT FOR RESEARCH

Date: 7/24/08

**ADDITIONAL INSTRUCTIONS:** To satisfy requirements relating to the U.S.A. Patriot Act, please enclose with this signature page the following:

1. All signatories, a completed and executed Form W-9.
2. Publicly traded companies, your stock symbol: \_\_\_\_\_.
3. Privately held companies, a Certificate of Good Standing.
4. Trusts, your trust agreement.
5. Universities, your website address: WWW.COLUMBIA.EDU
6. Public entities, your website address: \_\_\_\_\_.

RECEIVED

SIGNATURE PAGE

JUL 24 2008

TRUST AGREEMENT: BERRY'S CREEK STUDY AREA

D&H

ATTORNEYS

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

GRANTOR

Name of Respondent: CONGOLEUM CORPORATION  
(as shown on Appendix A)

Signature:

HN

Name:

HOWARD N. FEIST

Title:

CFO

Date:

7/22/08

**ADDITIONAL INSTRUCTIONS:** To satisfy requirements relating to the U.S.A. Patriot Act, please enclose with this signature page the following:

1. All signatories, a completed and executed Form W-9.
2. Publicly traded companies, your stock symbol: CGMC.PK.
3. Privately held companies, a Certificate of Good Standing.
4. Trusts, your trust agreement.
5. Universities, your website address: \_\_\_\_\_.
6. Public entities, your website address: \_\_\_\_\_.

**SIGNATURE PAGE**  
**TRUST AGREEMENT: BERRY'S CREEK STUDY AREA**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

Name of Respondent: Conopco Inc. (formerly d/b/a Day-Baldwin, Inc.)  
(as shown on Appendix A)

Signature: 

Name:

Andrew Shakalis

Title:

Associate General Counsel-

Environmental & Safety

Date:

as in-house counsel, acting

on behalf of Conopco, Inc.

(formerly d/b/a Day-Baldwin, Inc.)

7/23/2008

**ADDITIONAL INSTRUCTIONS:** To satisfy requirements relating to the U.S.A. Patriot Act, please enclose with this signature page the following:

1. All signatories, a completed and executed Form W-9.
2. Publicly traded companies, your stock symbol: UN or UL.
3. Privately held companies, a Certificate of Good Standing.
4. Trusts, your trust agreement.
5. Universities, your website address: \_\_\_\_\_.
6. Public entities, your website address: www.univcrusa.com

**SIGNATURE PAGE**  
**TRUST AGREEMENT: BERRY'S CREEK STUDY AREA**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

Name of Respondent: Continental Holdings Inc., as successor in interest  
(as shown on Appendix A) for certain limited purposes to Continental Can Company, Inc.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ADDITIONAL INSTRUCTIONS:** To satisfy requirements relating to the U.S.A. Patriot Act, please enclose with this signature page the following:

1. All signatories, a completed and executed Form W-9.
2. Publicly traded companies, your stock symbol: \_\_\_\_\_.
3. Privately held companies, a Certificate of Good Standing.
4. Trusts, your trust agreement.
5. Universities, your website address: \_\_\_\_\_.
6. Public entities, your website address: \_\_\_\_\_.

**SIGNATURE PAGE**  
**TRUST AGREEMENT: BERRY'S CREEK STUDY AREA**

**In Witness Whereof**, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

Name of Respondent: Cosan Chemical Corporation  
(as shown on Appendix A)

Signature:

Peter E. Thauer

Name:

Peter E. Thauer

Title:

Vice President

Date:

7/15/08

**ADDITIONAL INSTRUCTIONS:** To satisfy requirements relating to the U.S.A. Patriot Act, please enclose with this signature page the following:

1. All signatories, a completed and executed Form W-9.
2. Publicly traded companies, your stock symbol: \_\_\_\_\_.
3. Privately held companies, a Certificate of Good Standing.
4. Trusts, your trust agreement.
5. Universities, your website address: \_\_\_\_\_.
6. Public entities, your website address: \_\_\_\_\_.

**SIGNATURE PAGE**  
**TRUST AGREEMENT: BERRY'S CREEK STUDY AREA**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

Name of Respondent: Cycle Chem, Inc  
(as shown on Appendix A)

Signature: 

Name: Michael Perazio

Title: Pres

Date: 8/4/08

**ADDITIONAL INSTRUCTIONS:** To satisfy requirements relating to the U.S.A. Patriot Act, please enclose with this signature page the following:

1. All signatories, a completed and executed Form W-9.
2. Publicly traded companies, your stock symbol: \_\_\_\_\_.
3. Privately held companies, a Certificate of Good Standing.
4. Trusts, your trust agreement.
5. Universities, your website address: \_\_\_\_\_.
6. Public entities, your website address: \_\_\_\_\_.



**SIGNATURE PAGE**  
**TRUST AGREEMENT: BERRY'S CREEK STUDY AREA**

**In Witness Whereof**, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

Name of Respondent: D.F. Goldsmith Chemical & Metal Corp.  
(as shown on Appendix A)

Signature:

Name:

Title:

Date:

James B. Moran  
James B. Moran  
Vice-President  
7/25/08

**ADDITIONAL INSTRUCTIONS:** To satisfy requirements relating to the U.S.A. Patriot Act, please enclose with this signature page the following:

1. All signatories, a completed and executed Form W-9.
2. Publicly traded companies, your stock symbol: \_\_\_\_\_.
3. Privately held companies, a Certificate of Good Standing.
4. Trusts, your trust agreement.
5. Universities, your website address: \_\_\_\_\_.
6. Public entities, your website address: \_\_\_\_\_.

**SIGNATURE PAGE**  
**TRUST AGREEMENT: BERRY'S CREEK STUDY AREA**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

Name of Respondent: Dri-Print Foils, Inc.\*  
(as shown on Appendix A)

Signature: *Joseph DePinto*

Name: Joseph DePinto

Title: General Manager

Date: 7-22-08

**ADDITIONAL INSTRUCTIONS:** To satisfy requirements relating to the U.S.A. Patriot Act, please enclose with this signature page the following:

1. All signatories, a completed and executed Form W-9.
2. Publicly traded companies, your stock symbol: \_\_\_\_\_.
3. Privately held companies, a Certificate of Good Standing.
4. Trusts, your trust agreement.
5. Universities, your website address: \_\_\_\_\_.
6. Public entities, your website address: \_\_\_\_\_.

\*Subsidiaries, successors, etc.

Beatrice Foods Co.  
Beatrice Companies, Inc.  
Beatrice Company  
Hunt-Wesson, Inc.  
ConAgra Grocery Products Company  
ConAgra Grocery Products Company, LLC  
API-Foils, Inc.

**SIGNATURE PAGE**  
**TRUST AGREEMENT: BERRY'S CREEK STUDY AREA**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

Name of Respondent: E. I. du Pont de Nemours and Company  
(as shown on Appendix A)  
Signature: Bernard J. Reilly  
Name: Bernard J. Reilly  
Title: Corporate Counsel  
Date: 7/20/08

**ADDITIONAL INSTRUCTIONS:** To satisfy requirements relating to the U.S.A. Patriot Act, please enclose with this signature page the following:

1. All signatories, a completed and executed Form W-9.
2. Publicly traded companies, your stock symbol: DD.
3. Privately held companies, a Certificate of Good Standing.
4. Trusts, your trust agreement.
5. Universities, your website address: \_\_\_\_\_.
6. Public entities, your website address: \_\_\_\_\_.

**SIGNATURE PAGE**

**TRUST AGREEMENT: BERRY'S CREEK STUDY AREA**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

Name of Respondent: Exxon Mobil Corporation on behalf of itself, its affiliates  
(as shown on Appendix A) Exxon Mobil Oil Corporation, formerly known as Mobil Oil Corporation,  
and Exxon Company, U.S.A.  
Signature: Robert W. Jackmore  
Name: Robert W. Jackmore  
Title: Agent and Attorney in Fact  
Date: 7/30/08

**ADDITIONAL INSTRUCTIONS:** To satisfy requirements relating to the U.S.A. Patriot Act, please enclose with this signature page the following:

1. All signatories, a completed and executed Form W-9.
2. Publicly traded companies, your stock symbol: XOM.
3. Privately held companies, a Certificate of Good Standing.
4. Trusts, your trust agreement.
5. Universities, your website address: \_\_\_\_\_.
6. Public entities, your website address: www.exxonmobil.com

**SIGNATURE PAGE**  
**TRUST AGREEMENT: BERRY'S CREEK STUDY AREA**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

Name of Respondent: FUJIFILM Graphic Systems U.S.A., Inc.  
(as shown on Appendix A)

Signature: \_\_\_\_\_

Name: Jonathan E. File

Title: Secretary

Date: July 21, 2008

**ADDITIONAL INSTRUCTIONS:** To satisfy requirements relating to the U.S.A. Patriot Act, please enclose with this signature page the following:

1. All signatories, a completed and executed Form W-9. Attached.
2. Publicly traded companies, your stock symbol: N/A.
3. Privately held companies, a Certificate of Good Standing. Attached.
4. Trusts, your trust agreement. Attached.
5. Universities, your website address: N/A.
6. Public entities, your website address: www.fujifilmgs.com.

**SIGNATURE PAGE**  
**TRUST AGREEMENT: BERRY'S CREEK STUDY AREA**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

Name of Respondent:  
(as shown on Appendix A)

Garfield Refining Company

Signature:

Matthew I. Garfield

Name:

Matthew I. Garfield

Title:

President

Date:

July 30, 2008

**ADDITIONAL INSTRUCTIONS:** To satisfy requirements relating to the U.S.A. Patriot Act, please enclose with this signature page the following:

1. All signatories, a completed and executed Form W-9.
2. Publicly traded companies, your stock symbol: \_\_\_\_\_.
3. Privately held companies, a Certificate of Good Standing.
4. Trusts, your trust agreement.
5. Universities, your website address: \_\_\_\_\_.
6. Public entities, your website address: \_\_\_\_\_.

**SIGNATURE PAGE**  
**TRUST AGREEMENT: BERRY'S CREEK STUDY AREA**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

Name of Respondent: General Electric Co.  
(as shown on Appendix A)

Signature: 

Name: LISA A. HAMILTON

Title: MANAGER,

MID ATLANTIC/SOUTHEAST/WESTERN REGIONS

Date: 21 JULY 2008

**ADDITIONAL INSTRUCTIONS:** To satisfy requirements relating to the U.S.A. Patriot Act, please enclose with this signature page the following:

1. All signatories, a completed and executed Form W-9.
2. Publicly traded companies, your stock symbol: GE
3. Privately held companies, a Certificate of Good Standing.
4. Trusts, your trust agreement.
5. Universities, your website address: \_\_\_\_\_
6. Public entities, your website address: \_\_\_\_\_

**SIGNATURE PAGE**  
**TRUST AGREEMENT: BERRY'S CREEK STUDY AREA**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

Name of Respondent: General Motors Corporation  
(as shown on Appendix A)  
Signature: James P. Walle  
Name: JAMES P. WALLE  
Title: <sup>P31198</sup> Attorney, GM Legal Staff  
Date: July 29, 2008

**ADDITIONAL INSTRUCTIONS:** To satisfy requirements relating to the U.S.A. Patriot Act, please enclose with this signature page the following:

- ✓ 1. All signatories, a completed and executed Form W-9.
- ✓ 2. Publicly traded companies, your stock symbol: NYSE: GM.
- 3. Privately held companies, a Certificate of Good Standing.
- ✓ 4. Trusts, your trust agreement.
- 5. Universities, your website address: \_\_\_\_\_.
- ✓ 6. Public entities, your website address: www.gm.com



**SIGNATURE PAGE**

**TRUST AGREEMENT: BERRY'S CREEK STUDY AREA**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

Name of Respondent: Hexion Specialty Chemicals, Inc. (F/K/A Borden Chemical, Inc.)  
(as shown on Appendix A)

Signature: William J. Denton

Name: William J. Denton

Title: Counsel

Date: July 21, 2008

**ADDITIONAL INSTRUCTIONS:** To satisfy requirements relating to the U.S.A. Patriot Act, please enclose with this signature page the following:

1. All signatories, a completed and executed Form W-9.
2. Publicly traded companies, your stock symbol: HXN.
3. Privately held companies, a Certificate of Good Standing.
4. Trusts, your trust agreement.
5. Universities, your website address: \_\_\_\_\_.
6. Public entities, your website address: \_\_\_\_\_.

**SIGNATURE PAGE**  
**TRUST AGREEMENT: BERRY'S CREEK STUDY AREA**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

Name of Respondent: HOFFMANN-LA ROCHE INC.  
(as shown on Appendix A)

Signature: 

Name: FREDERICK C. KENTZ III

Title: VICE PRESIDENT

Date: July 25, 2008

Apprv'd As To Form

LAW DEPT.

By 

**ADDITIONAL INSTRUCTIONS:** To satisfy requirements relating to the U.S.A. Patriot Act, please enclose with this signature page the following:

1. All signatories, a completed and executed Form W-9.
2. Publicly traded companies, your stock symbol: RHHBY.
3. Privately held companies, a Certificate of Good Standing.
4. Trusts, your trust agreement.
5. Universities, your website address: \_\_\_\_\_.
6. Public entities, your website address: \_\_\_\_\_.

**SIGNATURE PAGE**  
**TRUST AGREEMENT: BERRY'S CREEK STUDY AREA**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

Name of Respondent: Honeywell International, Inc.  
(as shown on Appendix A)  
Signature: [Handwritten Signature]  
Name: John F. Morris  
Title: DIRECTOR - EAST COAST Portfolio  
Date: 7/29/08

**ADDITIONAL INSTRUCTIONS:** To satisfy requirements relating to the U.S.A. Patriot Act, please enclose with this signature page the following:

1. All signatories, a completed and executed Form W-9
2. Publicly traded companies, your stock symbol: HON
3. Privately held companies, a Certificate of Good Standing. Not Applicable
4. Trusts, your trust agreement. Not Applicable
5. Universities, your website address: Not Applicable
6. Public entities, your website address: Honeywell.com

SIGNATURE PAGE

TRUST AGREEMENT: BERRY'S CREEK STUDY AREA

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

GRANTOR

Name of Respondent: Honeywell International Inc. on behalf of and as  
(as shown on Appendix A) indemnitor to Sumitomo Machinery Corporation of America

Signature: John J. Morris

Name: John J. Morris

Title: Director - East Coast Portfolio

Date: 7/29/08

**ADDITIONAL INSTRUCTIONS:** To satisfy requirements relating to the U.S.A. Patriot Act, please enclose with this signature page the following:

1. All signatories, a completed and executed Form W-9.
2. Publicly traded companies, your stock symbol: HON
3. Privately held companies, a Certificate of Good Standing. N/A
4. Trusts, your trust agreement. N/A
5. Universities, your website address: N/A
6. Public entities, your website address: Honeywell.com

**SIGNATURE PAGE**  
**TRUST AGREEMENT: BERRY'S CREEK STUDY AREA**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

Name of Respondent: ISP Environmental Services Inc.  
(as shown on Appendix A)

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ADDITIONAL INSTRUCTIONS:** To satisfy requirements relating to the U.S.A. Patriot Act, please enclose with this signature page the following:

1. All signatories, a completed and executed Form W-9.
2. Publicly traded companies, your stock symbol: N/A.
3. Privately held companies, a Certificate of Good Standing. N/A.
4. Trusts, your trust agreement.
5. Universities, your website address: N/A.
6. Public entities, your website address: N/A.

**SIGNATURE PAGE**  
**TRUST AGREEMENT: BERRY'S CREEK STUDY AREA**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

Name of Respondent: ~~Ator~~ John L. Armitage & Co  
(as shown on Appendix A)  
Signature: Norman S. Armitage  
Name: Norman S. Armitage  
Title: President  
Date: 8/7/2008

**ADDITIONAL INSTRUCTIONS:** To satisfy requirements relating to the U.S.A. Patriot Act, please enclose with this signature page the following:

1. All signatories, a completed and executed Form W-9.
2. Publicly traded companies, your stock symbol: \_\_\_\_\_.
3. Privately held companies, a Certificate of Good Standing.
4. Trusts, your trust agreement.
5. Universities, your website address: \_\_\_\_\_.
6. Public entities, your website address: \_\_\_\_\_.

**SIGNATURE PAGE**  
**TRUST AGREEMENT: BERRY'S CREEK STUDY AREA**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

Name of Respondent: JOHNSON + JOHNSON  
(as shown on Appendix A)

Signature: Kathryn A. Meisel

Name: KATHRYN A. MEISEL

Title: ASSISTANT GENERAL COUNSEL

Date: July 24, 2008

**ADDITIONAL INSTRUCTIONS:** To satisfy requirements relating to the U.S.A. Patriot Act, please enclose with this signature page the following:

1. All signatories, a completed and executed Form W-9.
2. Publicly traded companies, your stock symbol: jnj
3. Privately held companies, a Certificate of Good Standing.
4. Trusts, your trust agreement.
5. Universities, your website address: \_\_\_\_\_.
6. Public entities, your website address: \_\_\_\_\_.

**SIGNATURE PAGE**

**TRUST AGREEMENT: BERRY'S CREEK STUDY AREA**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

Name of Respondent: Kirker Enterprises, Inc  
(as shown on Appendix A)

Signature: 

Name: Marla S. Smith

Title: Senior Vice President

Date: July 29, 2008

**ADDITIONAL INSTRUCTIONS:** To satisfy requirements relating to the U.S.A. Patriot Act, please enclose with this signature page the following:

1. All signatories, a completed and executed Form W-9.
2. Publicly traded companies, your stock symbol: \_\_\_\_\_.
3. Privately held companies, a Certificate of Good Standing.
4. Trusts, your trust agreement.
5. Universities, your website address: \_\_\_\_\_.
6. Public entities, your website address: \_\_\_\_\_.



**SIGNATURE PAGE**  
**TRUST AGREEMENT: BERRY'S CREEK STUDY AREA**

**In Witness Whereof**, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

Name of Respondent: L.E. Carpenter & Co.  
(as shown on Appendix A)

Signature: Richard E. Hahn

Name: Richard E. Hahn

Title: Assistant Secretary

Date: July 28, 2008

**ADDITIONAL INSTRUCTIONS:** To satisfy requirements relating to the U.S.A. Patriot Act, please enclose with this signature page the following:

1. All signatories, a completed and executed Form W-9.
2. Publicly traded companies, your stock symbol: POL [Poly One Corporation parent company of L.E. Carpenter & Co.]
3. Privately held companies, a Certificate of Good Standing.
4. Trusts, your trust agreement.
5. Universities, your website address: \_\_\_\_\_
6. Public entities, your website address: www.polyone.com. [parent company]

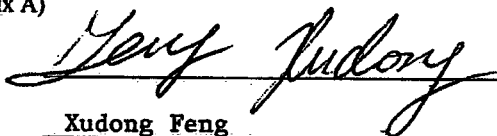
**SIGNATURE PAGE**  
**TRUST AGREEMENT: BERRY'S CREEK STUDY AREA**

**In Witness Whereof**, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

Name of Respondent: LANXESS Corporation as successor in interest to Bayer solely for this  
(as shown on Appendix A) matter

Signature:



Name:

Xudong Feng

Title:

Vice President, Technical Services, Industrial & Environmental Affairs

Date:

07-15-2008

**ADDITIONAL INSTRUCTIONS:** To satisfy requirements relating to the U.S.A. Patriot Act, please enclose with this signature page the following:

1. All signatories, a completed and executed Form W-9.
2. Publicly traded companies, your stock symbol: LXS (traded in Frankfurt on the DAX)
3. Privately held companies, a Certificate of Good Standing.
4. Trusts, your trust agreement.
5. Universities, your website address: N/A.
6. Public entities, your website address: www.lanxess.com.

**SIGNATURE PAGE**  
**TRUST AGREEMENT: BERRY'S CREEK STUDY AREA**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

Name of Respondent: LUCENT TECHNOLOGIES INC.  
(as shown on Appendix A)

Signature: \_\_\_\_\_

Ralph L. McMurray

Name: \_\_\_\_\_

RALPH L. MCMURRAY, ESQ.

Title: \_\_\_\_\_

COUNSEL FOR LUCENT TECHNOLOGIES INC.

Date: \_\_\_\_\_

JULY 17, 2008

**ADDITIONAL INSTRUCTIONS:** To satisfy requirements relating to the U.S.A. Patriot Act, please enclose with this signature page the following:

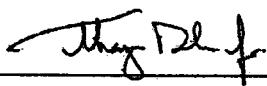
1. All signatories, a completed and executed Form W-9.
2. Publicly traded companies, your stock symbol: \_\_\_\_\_.
3. Privately held companies, a Certificate of Good Standing.
4. Trusts, your trust agreement.
5. Universities, your website address: \_\_\_\_\_.
6. Public entities, your website address: \_\_\_\_\_.

**SIGNATURE PAGE**  
**TRUST AGREEMENT: BERRY'S CREEK STUDY AREA**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

Name of Respondent: MACK TRUCKS, INC.  
(as shown on Appendix A)

Signature: 

Name: Thayer Dolan, Jr.

Title: Counsel

Date: July 24, 2008

**ADDITIONAL INSTRUCTIONS:** To satisfy requirements relating to the U.S.A. Patriot Act, please enclose with this signature page the following:

1. All signatories, a completed and executed Form W-9.
2. Publicly traded companies, your stock symbol: \_\_\_\_\_.
3. Privately held companies, a Certificate of Good Standing.
4. Trusts, your trust agreement.
5. Universities, your website address: \_\_\_\_\_.
6. Public entities, your website address: \_\_\_\_\_.

**In Witness Whereof**, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

Date: 7/22/08

**SIGNATURE PAGE**  
**TRUST AGREEMENT: BERRY'S CREEK STUDY AREA**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

Name of Respondent: Mallinckrodt Inc.  
(as shown on Appendix A)

Signature: 

Name: Patricia H. Duft

Title: Vice President

Date: 7-22-08

**ADDITIONAL INSTRUCTIONS:** To satisfy requirements relating to the U.S.A. Patriot Act, please enclose with this signature page the following:

1. All signatories, a completed and executed Form W-9.
2. Publicly traded companies, your stock symbol: \*
3. Privately held companies, a Certificate of Good Standing.
4. Trusts, your trust agreement.
5. Universities, your website address: \_\_\_\_\_.
6. Public entities, your website address: \_\_\_\_\_.

\*Mallinckrodt Inc. is a wholly-owned, indirect subsidiary of Covidien Ltd., which is listed on the New York Stock Exchange under the symbol COV.

**SIGNATURE PAGE**  
**TRUST AGREEMENT: BERRY'S CREKK STUDY AREA**


**In Witness Whereof**, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

**Name of Respondent:**

**Manor Care, Inc., and all current and former subsidiaries, affiliates, predecessors, successors and all other entities, both current and former, affiliated with the above-referenced entities, including Manor Care of America, Inc., ManorCare Health Services, Inc. (f/k/a Manor Healthcare Corp.), and Portfolio One, Inc., (f/k/a and successor in interest to Chemline, Inc. and Almo Anti Pollution, Inc.)**

**Signature:**

  
\_\_\_\_\_

**Name:**

**Richard A. Parr II**

**Title:**

**Vice President**

**Date:**

**August 1, 2008**

**ADDITIONAL INSTRUCTIONS:** To satisfy requirements relating to the U.S.A. Patriot Act, please enclose with this signature page the following:


1. All signatories, a completed and executed Form W-9.
2. Publicly traded companies, your stock symbol: \_\_\_\_\_.
3. Privately held companies, a Certificate of Good Standing.
4. Trusts, your trust agreement.
5. Universities, your website address: \_\_\_\_\_.
6. Public entities, your website address: \_\_\_\_\_.

**SIGNATURE PAGE**  
**TRUST AGREEMENT: BERRY'S CREEK STUDY AREA**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

Name of Respondent: Matheson Tri-Gas, Inc.  
(as shown on Appendix A)

Signature: 

Name: Stephen Stroud

Title: Vice-President and General Counsel

Date: 7-22-08

**ADDITIONAL INSTRUCTIONS:** To satisfy requirements relating to the U.S.A. Patriot Act, please enclose with this signature page the following:

1. All signatories, a completed and executed Form W-9.
2. Publicly traded companies, your stock symbol: \_\_\_\_\_.
3. Privately held companies, a Certificate of Good Standing.
4. Trusts, your trust agreement.
5. Universities, your website address: \_\_\_\_\_.
6. Public entities, your website address: \_\_\_\_\_.



**SIGNATURE PAGE**  
**TRUST AGREEMENT: BERRY'S CREEK STUDY AREA**

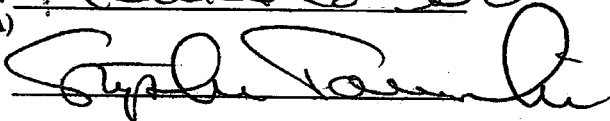
In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

Name of Respondent:  
(as shown on Appendix A)

Merck Tax

Signature:



Name:

Stephen E. Tarnowski

Title:

Assistant Counsel

Date:

7/28/08

**ADDITIONAL INSTRUCTIONS:** To satisfy requirements relating to the U.S.A. Patriot Act, please enclose with this signature page the following:

1. All signatories, a completed and executed Form W-9. Merck Tax I.D.#22-1109110
2. Publicly traded companies, your stock symbol: MRK
3. Privately held companies, a Certificate of Good Standing.
4. Trusts, your trust agreement.
5. Universities, your website address:
6. Public entities, your website address:

**SIGNATURE PAGE**  
**TRUST AGREEMENT: BERRY'S CREEK STUDY AREA**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

Name of Respondent: Monroe Chemical, Inc.  
(as shown on Appendix A)

Signature: 

Name: Bruce Amig

Title: Director Global Remediation Services

Date: 7/15/09

**ADDITIONAL INSTRUCTIONS:** To satisfy requirements relating to the U.S.A. Patriot Act, please enclose with this signature page the following:

1. All signatories, a completed and executed Form W-9.
2. Publicly traded companies, your stock symbol: GR.
3. Privately held companies, a Certificate of Good Standing.
4. Trusts, your trust agreement.
5. Universities, your website address: \_\_\_\_\_.
6. Public entities, your website address: \_\_\_\_\_.

**SIGNATURE PAGE**  
**TRUST AGREEMENT: BERRY'S CREEK STUDY AREA**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

Name of Respondent: Morton International, Inc.  
(as shown on Appendix A)

Signature: *Thomas L. Archibald*

Name: Thomas L. Archibald

Title: Vice President

Date: 7/28/08

**ADDITIONAL INSTRUCTIONS:** To satisfy requirements relating to the U.S.A. Patriot Act, please enclose with this signature page the following:

1. All signatories, a completed and executed Form W-9.
2. Publicly traded companies, your stock symbol: \_\_\_\_\_.
3. Privately held companies, a Certificate of Good Standing.
4. Trusts, your trust agreement.
5. Universities, your website address: \_\_\_\_\_.
6. Public entities, your website address: \_\_\_\_\_.

**SIGNATURE PAGE**

**TRUST AGREEMENT: BERRY'S CREEK STUDY AREA**

**In Witness Whereof**, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

Name of Respondent: MTA New York City Transit  
(as shown on Appendix A)

Signature: Martin R. Schafel VP & General Counsel

Name: By: Lawrence Jenkins

Title: Senior Environmental Counsel

Date: July 31, 2008

**ADDITIONAL INSTRUCTIONS:** To satisfy requirements relating to the U.S.A. Patriot Act, please enclose with this signature page the following:

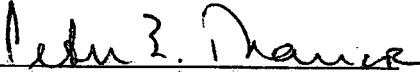
1. All signatories, a completed and executed Form W-9.
2. Publicly traded companies, your stock symbol: \_\_\_\_\_.
3. Privately held companies, a Certificate of Good Standing.
4. Trusts, your trust agreement.
5. Universities, your website address: \_\_\_\_\_.
6. Public entities, your website address: www.mta.info/nyc/index.html

**SIGNATURE PAGE**  
**TRUST AGREEMENT: BERRY'S CREEK STUDY AREA**

**In Witness Whereof**, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

Name of Respondent: Nepera, Inc.  
(as shown on Appendix A)

Signature: 

Name: Peter E. Thauer

Title: Vice President

Date: 7/15/08

**ADDITIONAL INSTRUCTIONS:** To satisfy requirements relating to the U.S.A. Patriot Act, please enclose with this signature page the following:

1. All signatories, a completed and executed Form W-9.
2. Publicly traded companies, your stock symbol: \_\_\_\_\_.
3. Privately held companies, a Certificate of Good Standing.
4. Trusts, your trust agreement.
5. Universities, your website address: \_\_\_\_\_.
6. Public entities, your website address: \_\_\_\_\_.

**SIGNATURE PAGE**  
**TRUST AGREEMENT: BERRY'S CREEK STUDY AREA**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

Name of Respondent:  
(as shown on Appendix A)

New England Caminatus Company

Signature:



Name:

Gregory J. Schwartz

Title:

Attorney for New England Caminatus

Date:

7/29/08

**ADDITIONAL INSTRUCTIONS:** To satisfy requirements relating to the U.S.A. Patriot Act, please enclose with this signature page the following:

- ☒ ① All signatories, a completed and executed Form W-9.
- ☒ ② Publicly traded companies, your stock symbol: \_\_\_\_\_.
- ☒ ③ Privately held companies, a Certificate of Good Standing.
- ☒ ④ Trusts, your trust agreement.
- ☒ ⑤ Universities, your website address: \_\_\_\_\_.
- ☒ ⑥ Public entities, your website address: \_\_\_\_\_.

**SIGNATURE PAGE**  
**TRUST AGREEMENT: BERRY'S CREEK STUDY AREA**

**In Witness Whereof**, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

Name of Respondent: New Jersey Institute of Technology  
(as shown on Appendix A)

Signature: Holly C. Stern

Name: HOLLY C. STERN

Title: General Counsel & Sec'y of the Bd. of Trustees

Date: July 22, 2008

**ADDITIONAL INSTRUCTIONS:** To satisfy requirements relating to the U.S.A. Patriot Act, please enclose with this signature page the following:

1. All signatories, a completed and executed Form W-9.
2. Publicly traded companies, your stock symbol: \_\_\_\_\_.
3. Privately held companies, a Certificate of Good Standing.
4. Trusts, your trust agreement.
5. Universities, your website address: www.njit.edu
6. Public entities, your website address: \_\_\_\_\_.

**SIGNATURE PAGE**

**TRUST AGREEMENT: BERRY'S CREEK STUDY AREA**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

Name of Respondent:  
(as shown on Appendix A)

NL Industries, Inc.

Signature:

[Handwritten Signature]

Name:

John Sr. Woba

Title:

VP Treasurer

Date:

7/23/2008

**ADDITIONAL INSTRUCTIONS:** To satisfy requirements relating to the U.S.A. Patriot Act, please enclose with this signature page the following:

1. All signatories, a completed and executed Form W-9.
2. Publicly traded companies, your stock symbols: NL
3. Privately held companies, a Certificate of Good Standing.
4. Trusts, your trust agreement.
5. Universities, your website address: \_\_\_\_\_.
6. Public entities, your website address: \_\_\_\_\_.



**SIGNATURE PAGE**  
**TRUST AGREEMENT: BERRY'S CREEK STUDY AREA**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

Name of Respondent: NORTHROP GRUMMAN SYSTEMS CORPORATION ON BEHALF OF  
(as shown on Appendix A) LITTON SYSTEMS/FITCHBURG COATED PRODUCTS AND GRUMMAN CORPORATION

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

JOSEPH P. KWAN

Title: \_\_\_\_\_

CORPORATE DIRECTOR, ENVIRONMENTAL REMEDIATION

Date: \_\_\_\_\_

7/24/2008

**ADDITIONAL INSTRUCTIONS:** To satisfy requirements relating to the U.S.A. Patriot Act, please enclose with this signature page the following:

1. All signatories, a completed and executed Form W-9.
2. Publicly traded companies, your stock symbol: NOC.
3. Privately held companies, a Certificate of Good Standing.
4. Trusts, your trust agreement.
5. Universities, your website address: \_\_\_\_\_.
6. Public entities, your website address: \_\_\_\_\_.

**SIGNATURE PAGE**  
**TRUST AGREEMENT: BERRY'S CREEK STUDY AREA**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

Occidental Chemical Corporation, as successor to  
Name of Respondent: Diamond Shamrock Chemicals Company  
(as shown on Appendix A)

Signature: 

Name: Dennis F. Blake

Title: Senior Vice President - Business Analysis

Date: \_\_\_\_\_

**ADDITIONAL INSTRUCTIONS:** To satisfy requirements relating to the U.S.A. Patriot Act, please enclose with this signature page the following:

1. All signatories, a completed and-executed Form W-9.
2. Publicly traded companies, your stock symbol: OXY.
3. Privately held companies, a Certificate of Good Standing.
4. Trusts, your trust agreement.
5. Universities, your website address: \_\_\_\_\_.
6. Public entities, your website address: \_\_\_\_\_.

**SIGNATURE PAGE**  
**TRUST AGREEMENT: BERRY'S CREEK STUDY AREA**

**In Witness Whereof**, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

Name of Respondent: OLIN CORPORATION  
(as shown on Appendix A)  
Signature: Curtis M Richards  
Name: CURTIS M RICHARDS  
Title: VP - EH+S  
Date: 7/21/08

**ADDITIONAL INSTRUCTIONS:** To satisfy requirements relating to the U.S.A. Patriot Act, please enclose with this signature page the following:

1. All signatories, a completed and executed Form W-9.
2. Publicly traded companies, your stock symbol: OLN.
3. Privately held companies, a Certificate of Good Standing.
4. Trusts, your trust agreement.
5. Universities, your website address: \_\_\_\_\_.
6. Public entities, your website address: \_\_\_\_\_.

**SIGNATURE PAGE**  
**TRUST AGREEMENT: BERRY'S CREEK STUDY AREA**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

Name of Respondent: GRAM SYLVANIA, INC.  
(as shown on Appendix A)

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ADDITIONAL INSTRUCTIONS:** To satisfy requirements relating to the U.S.A. Patriot Act, please enclose with this signature page the following:

1. All signatories, a completed and executed Form W-9.
2. Publicly traded companies, your stock symbol: \_\_\_\_\_.
3. Privately held companies, a Certificate of Good Standing.
4. Trusts, your trust agreement.
5. Universities, your website address: \_\_\_\_\_.
6. Public entities, your website address: \_\_\_\_\_.

**SIGNATURE PAGE**  
**TRUST AGREEMENT: BERRY'S CREEK STUDY AREA**

**In Witness Whereof**, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

Name of Respondent: PAN TECHNOLOGY  
(as shown on Appendix A)

Signature: Robert Rossmann

Name: ROBERT ROSSMANNO

Title: PRESIDENT

Date: 7/28/08

**ADDITIONAL INSTRUCTIONS:** To satisfy requirements relating to the U.S.A. Patriot Act, please enclose with this signature page the following:

1. All signatories, a completed and executed Form W-9.
2. Publicly traded companies, your stock symbol: \_\_\_\_\_.
3. Privately held companies, a Certificate of Good Standing.
4. Trusts, your trust agreement.
5. Universities, your website address: \_\_\_\_\_.
6. Public entities, your website address: \_\_\_\_\_.

**SIGNATURE PAGE**  
**TRUST AGREEMENT: BERRY'S CREEK STUDY AREA**

**In Witness Whereof**, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

Name of Respondent: Permasec, A Nitto Denko Company  
(as shown on Appendix A)

Signature: \_\_\_\_\_

Name: Trisha L. Smith, Esq.

Title: On Behalf of Permasec As Environmental Counsel

Date: July 26, 2008

**ADDITIONAL INSTRUCTIONS:** To satisfy requirements relating to the U.S.A. Patriot Act, please enclose with this signature page the following:

1. All signatories, a completed and executed Form W-9.
2. Publicly traded companies, your stock symbol: TYO: 6988: JP
3. Privately held companies, a Certificate of Good Standing.
4. Trusts, your trust agreement.
5. Universities, your website address: \_\_\_\_\_.
6. Public entities, your website address: \_\_\_\_\_.

**SIGNATURE PAGE**  
**TRUST AGREEMENT: BERRY'S CREEK STUDY AREA**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

Name of Respondent: Pfizer Inc.  
(as shown on Appendix A)

Signature: 

Name: JOHN H. KLOCK

Title: attorney for Pfizer Inc

Date: July 31, 2008

**ADDITIONAL INSTRUCTIONS:** To satisfy requirements relating to the U.S.A. Patriot Act, please enclose with this signature page the following:

1. All signatories, a completed and executed Form W-9.
2. Publicly traded companies, your stock symbol: PFE
3. Privately held companies, a Certificate of Good Standing.
4. Trusts, your trust agreement.
5. Universities, your website address: \_\_\_\_\_
6. Public entities, your website address: www.pfizer.com

**SIGNATURE PAGE**

**TRUST AGREEMENT: BERRY'S CREEK STUDY AREA**

**In Witness Whereof**, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

Name of Respondent: PITANALACIA CORP. BY ITS ATTORNEY-IN-FACT MONSANTO COMPANY  
(as shown on Appendix A)

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ADDITIONAL INSTRUCTIONS:** To satisfy requirements relating to the U.S.A. Patriot Act, please enclose with this signature page the following:

1. All signatories, a completed and executed Form W-9.
2. Publicly traded companies, your stock symbol: MON
3. Privately held companies, a Certificate of Good Standing.
4. Trusts, your trust agreement.
5. Universities, your website address: \_\_\_\_\_.
6. Public entities, your website address: \_\_\_\_\_.



**SIGNATURE PAGE**  
**TRUST AGREEMENT: BERRY'S CREEK STUDY AREA**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

Name of Respondent: PSEG Fossil, LLC  
(as shown on Appendix A)

Signature: 

Name: Edward J. Biggins

Title: Corporate Secretary

Date: August 1, 2008

**ADDITIONAL INSTRUCTIONS:** To satisfy requirements relating to the U.S.A. Patriot Act, please enclose with this signature page the following:

1. All signatories, a completed and executed Form W-9.
2. Publicly traded companies, your stock symbol: PEG.
3. Privately held companies, a Certificate of Good Standing.
4. Trusts, your trust agreement.
5. Universities, your website address: \_\_\_\_\_.
6. Public entities, your website address: \_\_\_\_\_.

**SIGNATURE PAGE**

**TRUST AGREEMENT: BERRY'S CREEK STUDY AREA**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

Name of Respondent: Reckitt Benckiser Inc.  
(as shown on Appendix A)

Signature:

W R Mordan

Name:

W R MORDAN

Title:

VICE PRESIDENT

Date:

4 AUGUST 2008

**ADDITIONAL INSTRUCTIONS:** To satisfy requirements relating to the U.S.A. Patriot Act, please enclose with this signature page the following:

1. All signatories, a completed and executed Form W-9.
2. Publicly traded companies, your stock symbol: \_\_\_\_\_.
3. Privately held companies, a Certificate of Good Standing.
4. Trusts, your trust agreement.
5. Universities, your website address: \_\_\_\_\_.
6. Public entities, your website address: \_\_\_\_\_.

**SIGNATURE PAGE**

**TRUST AGREEMENT: BERRY'S CREEK STUDY AREA**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

Name of Respondent: Revlon Consumer Products Corporation  
(as shown on Appendix A)

Signature: [Handwritten Signature]

Name: Kenneth Ippolito

Title: VP- Asst General Counsel

Date: 7-17-08

**ADDITIONAL INSTRUCTIONS:** To satisfy requirements relating to the U.S.A. Patriot Act, please enclose with this signature page the following:

1. All signatories, a completed and executed Form W-9.
2. Publicly traded companies, your stock symbol: REV
3. Privately held companies, a Certificate of Good Standing.
4. Trusts, your trust agreement.
5. Universities, your website address: \_\_\_\_\_
6. Public entities, your website address: \_\_\_\_\_

**SIGNATURE PAGE**  
**TRUST AGREEMENT: BERRY'S CREEK STUDY AREA**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

Name of Respondent: Rohm and Haas Company  
(as shown on Appendix A)

Signature: *TH Archibald*

Name: Thomas L. Archibald

Title: Vice President

Date: 7/28/08

**ADDITIONAL INSTRUCTIONS:** To satisfy requirements relating to the U.S.A. Patriot Act, please enclose with this signature page the following:

1. All signatories, a completed and executed Form W-9.
2. Publicly traded companies, your stock symbol: ROH.
3. Privately held companies, a Certificate of Good Standing.
4. Trusts, your trust agreement.
5. Universities, your website address: \_\_\_\_\_.
6. Public entities, your website address: \_\_\_\_\_.

**SIGNATURE PAGE**  
**TRUST AGREEMENT: BERRY'S CREEK STUDY AREA**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

Name of Respondent: Rohm and Haas Company, on behalf of Bee Chemical  
(as shown on Appendix A) Company, for this matter only

Signature: Thomas L. Archibald

Name: Thomas L. Archibald

Title: Vice President

Date: Thomas L. Archibald 7/28/08

**ADDITIONAL INSTRUCTIONS:** To satisfy requirements relating to the U.S.A. Patriot Act, please enclose with this signature page the following:

1. All signatories, a completed and executed Form W-9.
2. Publicly traded companies, your stock symbol: ROH.
3. Privately held companies, a Certificate of Good Standing.
4. Trusts, your trust agreement.
5. Universities, your website address: \_\_\_\_\_.
6. Public entities, your website address: \_\_\_\_\_.

**SIGNATURE PAGE**  
**TRUST AGREEMENT: BERRY'S CREEK STUDY AREA**

**In Witness Whereof**, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

Name of Respondent: SEGRIVE COATINGS CORP. (AKA CHEMRY COATINGS  
(as shown on Appendix A)

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ADDITIONAL INSTRUCTIONS:** To satisfy requirements relating to the U.S.A. Patriot Act, please enclose with this signature page the following:

1. All signatories, a completed and executed Form W-9.
2. Publicly traded companies, your stock symbol: \_\_\_\_\_.
3. Privately held companies, a Certificate of Good Standing.
4. Trusts, your trust agreement.
5. Universities, your website address: \_\_\_\_\_.
6. Public entities, your website address: \_\_\_\_\_.

**SIGNATURE PAGE**  
**TRUST AGREEMENT: BERRY'S CREEK STUDY AREA**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

Name of Respondent: SI Group, Inc.  
(as shown on Appendix A)  
Signature: [Signature]  
Name: John C. Obst  
Title: Senior Vice President & CFO  
Date: 7/24/08

**ADDITIONAL INSTRUCTIONS:** To satisfy requirements relating to the U.S.A. Patriot Act, please enclose with this signature page the following:

1. All signatories, a completed and executed Form W-9.
2. Publicly traded companies, your stock symbol: \_\_\_\_\_.
3. Privately held companies, a Certificate of Good Standing.
4. Trusts, your trust agreement.
5. Universities, your website address: \_\_\_\_\_.
6. Public entities, your website address: \_\_\_\_\_.

**SIGNATURE PAGE**  
**TRUST AGREEMENT: BERRY'S CREEK STUDY AREA**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

Name of Respondent: SIEGFRIED (USA), INC.  
(as shown on Appendix A)

Signature: 

Name: THOMAS G. STRAUSS

Title: CFO

Date: 7/22/08

**ADDITIONAL INSTRUCTIONS:** To satisfy requirements relating to the U.S.A. Patriot Act, please enclose with this signature page the following:

1. All signatories, a completed and executed Form W-9.
2. Publicly traded companies, your stock symbol: \_\_\_\_\_.
- ③ 3. Privately held companies, a Certificate of Good Standing.
4. Trusts, your trust agreement.
5. Universities, your website address: \_\_\_\_\_.
6. Public entities, your website address: \_\_\_\_\_.



**SIGNATURE PAGE**  
**TRUST AGREEMENT: BERRY'S CREEK STUDY AREA**

**In Witness Whereof**, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

Name of Respondent: Simon Wrecking Company, Inc.  
(as shown on Appendix A)

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ADDITIONAL INSTRUCTIONS:** To satisfy requirements relating to the U.S.A. Patriot Act, please enclose with this signature page the following:

1. All signatories, a completed and executed Form W-9.
2. Publicly traded companies, your stock symbol: \_\_\_\_\_.
3. Privately held companies, a Certificate of Good Standing.
4. Trusts, your trust agreement.
5. Universities, your website address: \_\_\_\_\_.
6. Public entities, your website address: \_\_\_\_\_.

**SIGNATURE PAGE**

**TRUST AGREEMENT: BERRY'S CREEK STUDY AREA**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

Name of Respondent: Simon Resources, Inc  
(as shown on Appendix A)

Signature: Samuel Simon

Name: Samuel Simon

Title: President

Date: July 28, 2008

**ADDITIONAL INSTRUCTIONS:** To satisfy requirements relating to the U.S.A. Patriot Act, please enclose with this signature page the following:

1. All signatories, a completed and executed Form W-9.
2. Publicly traded companies, your stock symbol: \_\_\_\_\_.
3. Privately held companies, a Certificate of Good Standing.
4. Trusts, your trust agreement.
5. Universities, your website address: \_\_\_\_\_.
6. Public entities, your website address: \_\_\_\_\_.

**SIGNATURE PAGE**

**TRUST AGREEMENT: BERRY'S CREEK STUDY AREA**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

Name of Respondent: Mid-State Trading Co.  
(as shown on Appendix A)

Signature:

Samuel Simon

Name:

Samuel Simon

Title:

President

Date:

July 28, 2008

**ADDITIONAL INSTRUCTIONS:** To satisfy requirements relating to the U.S.A. Patriot Act, please enclose with this signature page the following:

1. All signatories, a completed and executed Form W-9.
2. Publicly traded companies, your stock symbol: \_\_\_\_\_.
3. Privately held companies, a Certificate of Good Standing.
4. Trusts, your trust agreement.
5. Universities, your website address: \_\_\_\_\_.
6. Public entities, your website address: \_\_\_\_\_.

**SIGNATURE PAGE**  
**TRUST AGREEMENT: BERRY'S CREEK STUDY AREA**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

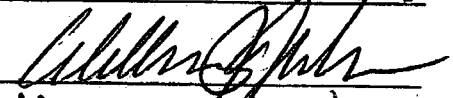
Name of Respondent: SmithKline Beecham Corporation  
(as shown on Appendix A)

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

  
William J. Mosher  
Assistant Secretary  
21 July 2008

**ADDITIONAL INSTRUCTIONS:** To satisfy requirements relating to the U.S.A. Patriot Act, please enclose with this signature page the following:

1. All signatories, a completed and executed Form W-9.
2. Publicly traded companies, your stock symbol: GSK.
3. Privately held companies, a Certificate of Good Standing.
4. Trusts, your trust agreement.
5. Universities, your website address: \_\_\_\_\_.
6. Public entities, your website address: \_\_\_\_\_.

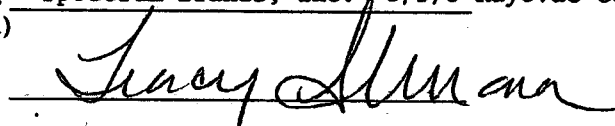
**SIGNATURE PAGE**  
**TRUST AGREEMENT: BERRY'S CREEK STUDY AREA**

**In Witness Whereof**, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

Name of Respondent: Spectrum Brands, Inc. o/b/o Rayovac Corporation  
(as shown on Appendix A)

Signature: \_\_\_\_\_



Name: \_\_\_\_\_

Tracy S. Wrycha

Title: \_\_\_\_\_

Division Vice President

Date: \_\_\_\_\_

July 14, 2008

**ADDITIONAL INSTRUCTIONS:** To satisfy requirements relating to the U.S.A. Patriot Act, please enclose with this signature page the following:

1. All signatories, a completed and executed Form W-9.
2. Publicly traded companies, your stock symbol: SPC.
3. Privately held companies, a Certificate of Good Standing.
4. Trusts, your trust agreement.
5. Universities, your website address: \_\_\_\_\_.
6. Public entities, your website address: www.spectrumbrands.com

**SIGNATURE PAGE**

**TRUST AGREEMENT: BERRY'S CREEK STUDY AREA**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

Name of Respondent: Sun Chemical Corporation  
(as shown on Appendix A)  
Signature: Melvin M. Cox  
Name: Melvin M. Cox  
Title: Sr. Vice President & General Counsel  
Date: 21 / 07 / 2008

**ADDITIONAL INSTRUCTIONS:** To satisfy requirements relating to the U.S.A. Patriot Act, please enclose with this signature page the following:

1. All signatories, a completed and executed Form W-9.
2. Publicly traded companies, your stock symbol: \_\_\_\_\_.
3. Privately held companies, a Certificate of Good Standing.
4. Trusts, your trust agreement.
5. Universities, your website address: \_\_\_\_\_.
6. Public entities, your website address: \_\_\_\_\_.

**SIGNATURE PAGE**  
**TRUST AGREEMENT: BERRY'S CREEK STUDY AREA**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

Tate & Lyle Ingredients Americas, Inc. (f/k/a A.E. Staley Manufacturing Company)

Name of Respondent: \_\_\_\_\_  
(as shown on Appendix A)

Signature: Marc W. Larson

Name: Marc W. Larson

Title: Assistant Secretary

Date: July 28, 2008

**ADDITIONAL INSTRUCTIONS:** To satisfy requirements relating to the U.S.A. Patriot Act, please enclose with this signature page the following:

1. All signatories, a completed and executed Form W-9.
2. Publicly traded companies, your stock symbol: \_\_\_\_\_.
3. Privately held companies, a Certificate of Good Standing.
4. Trusts, your trust agreement.
5. Universities, your website address: \_\_\_\_\_.
6. Public entities, your website address: \_\_\_\_\_.

**SIGNATURE PAGE**  
**TRUST AGREEMENT: BERRY'S CREEK STUDY AREA**

**In Witness Whereof**, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

Name of Respondent: Technical Coatings Co.  
(as shown on Appendix A)

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

James L. Megin

Title: \_\_\_\_\_

Treasurer

Date: \_\_\_\_\_

July 21, 2008

**ADDITIONAL INSTRUCTIONS:** To satisfy requirements relating to the U.S.A. Patriot Act, please enclose with this signature page the following:

1. All signatories, a completed and executed Form W-9.
2. Publicly traded companies, your stock symbol: \_\_\_\_\_.
3. Privately held companies, a Certificate of Good Standing.
4. Trusts, your trust agreement.
5. Universities, your website address: \_\_\_\_\_.
6. Public entities, your website address: \_\_\_\_\_.



**SIGNATURE PAGE**  
**TRUST AGREEMENT: BERRY'S CREEK STUDY AREA**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

Name of Respondent: Tennessee Gas Pipeline Company  
(as shown on Appendix A) (f/k/a Tenneco, Inc.)

Signature: \_\_\_\_\_

SJM

Name: \_\_\_\_\_

Daniel B. Martin

Title: \_\_\_\_\_

Senior Vice President

Date: \_\_\_\_\_

July 16, 2008

**ADDITIONAL INSTRUCTIONS:** To satisfy requirements relating to the U.S.A. Patriot Act, please enclose with this signature page the following:

1. All signatories, a completed and executed Form W-9. *Enclosed*
2. Publicly traded companies, your stock symbol: N/A.
3. Privately held companies, a Certificate of Good Standing. *Enclosed*
4. Trusts, your trust agreement. N/A
5. Universities, your website address: N/A.
6. Public entities, your website address: N/A.

**SIGNATURE PAGE**  
**TRUST AGREEMENT: BERRY'S CREEK STUDY AREA**

Grantor Custodial Trust (the "Custodial Trust") is a trust established pursuant to an order entered on August 9, 2002 by the United States Bankruptcy Court approving the formation of the Custodial Trust and the Settlement Agreement in the United States Bankruptcy Court for the District of Delaware, *In Re Fruit of the Loom, Inc.* (No. 99-4497) ("FOL Settlement Agreement"), dated August 9, 2002 (the "Court Order"). The Court Order also approved the appointment of LePetomane III, Inc., not individually but solely in its representative capacity, as Trustee of the Custodial Trust, with a mailing address of 35 East Wacker Drive, Suite 1550, Chicago, Illinois 60601.

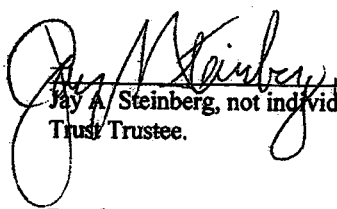
Notwithstanding anything to the contrary as provided in this Agreement, including but not limited to, the use of certain words inferring the performance of various affirmative acts by the Custodial Trust, including but not limited to, "submit", "perform", "pay", "payment", "obtain", "implement", "conduct", "submit", "confirm", "require", "shall", "complete", "guaranty", "save harmless" and "indemnify", the sole obligation of the Custodial Trust, including but not limited to, the obligation with respect to any work, actions or payments required under this Agreement, shall be to contribute funds to be used for the payment of response costs or remediation costs in accordance with and subject to the terms, conditions and limitations contained in the FOL Settlement Agreement, and subject to the additional limitation of no more than 80% of the funds currently in the "Woodridge Site Response Sub-Account" and 80% of any funds subsequently received into this account, and pursuant to the Contribution Agreement entered into on or about June 27, 2005 between Morton and the Custodial Trust (the "Contribution Agreement"), to the extent that the Contribution Agreement is not inconsistent with the Administrative Consent Order, as modified by this Consent, or the FOL Settlement Agreement. The Custodial Trust's obligations hereunder are subject to the exclusive jurisdiction of the United States Bankruptcy Court for the District of Delaware. Nothing in the Settlement Agreement shall require or obligate the Custodial Trust to take any action, perform any work or make any payments that are not authorized by the FOL Settlement Agreement and the Contribution Agreement, to the extent that the Contribution Agreement is not inconsistent with the Administrative Consent Order, as modified by this Consent, or the FOL Settlement Agreement.

The Custodial Trust shall not be liable for carrying out any and all work, actions or payments as required of the other Grantors. The Custodial Trust shall not be subject to any penalties due to any action, inaction or noncompliance of any other Grantor.

The Custodial Trust is exempted from the terms of paragraphs 4 (g) and 8 of this Agreement and shall specifically have no duty, obligation or liability under these paragraphs.

The Custodial Trust is exempted from the terms of paragraph 16 of this Agreement and shall specifically have no duty, obligation or liability under this paragraph.

The Custodial Trust by and through LePetomane III, Inc., not individually but solely in its representative capacity as Custodial Trust Trustee.

 not individually but solely as President  
Jay A. Steinberg, not individually but solely in his representative capacity as President of the Custodial Trust Trustee.

Dated: July 31, 2008

**SIGNATURE PAGE**  
**TRUST AGREEMENT: BERRY'S CREEK STUDY AREA**

**In Witness Whereof**, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

Name of Respondent: THE DOW CHEMICAL COMPANY ("DCC")  
(as shown on Appendix A)

Signature: 

Name: MICHAEL KAY

Title: ATTORNEY FOR DCC

Date: July 14, 2008

**ADDITIONAL INSTRUCTIONS:** To satisfy requirements relating to the U.S.A. Patriot Act, please enclose with this signature page the following:

1. All signatories, a completed and executed Form W-9.
2. Publicly traded companies, your stock symbol: DOW.
3. Privately held companies, a Certificate of Good Standing.
4. Trusts, your trust agreement.
5. Universities, your website address: \_\_\_\_\_.
6. Public entities, your website address: www.dow.com.

**SIGNATURE PAGE**  
**TRUST AGREEMENT: BERRY'S CREEK STUDY AREA**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

Name of Respondent: The Gillette Company  
(as shown on Appendix A)

Signature:   
Name: Jon R. Moeller

Title: Vice President & Treasurer

Date: JULY 17, 2008

**ADDITIONAL INSTRUCTIONS:** To satisfy requirements relating to the U.S.A. Patriot Act, please enclose with this signature page the following:

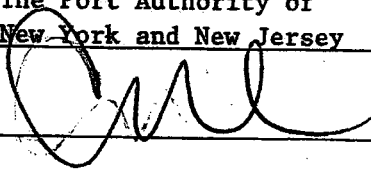
1. All signatories, a completed and executed Form W-9.
2. Publicly traded companies, your stock symbol: \_\_\_\_\_.
3. Privately held companies, a Certificate of Good Standing.
4. Trusts, your trust agreement.
5. Universities, your website address: \_\_\_\_\_.
6. Public entities, your website address: \_\_\_\_\_.

**SIGNATURE PAGE**  
**TRUST AGREEMENT: BERRY'S CREEK STUDY AREA**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

Name of Respondent: The Port Authority of New York and New Jersey  
(as shown on Appendix A)

Signature: 

Name: Christopher O. Ward

Title: Executive Director

Date: July 29, 2008

**ADDITIONAL INSTRUCTIONS:** To satisfy requirements relating to the U.S.A. Patriot Act, please enclose with this signature page the following:

1. All signatories, a completed and executed Form W-9.
2. Publicly traded companies, your stock symbol: \_\_\_\_\_.
3. Privately held companies, a Certificate of Good Standing.
4. Trusts, your trust agreement.
5. Universities, your website address: \_\_\_\_\_.
6. Public entities, your website address: www.panynj.gov.

APPROVED	
FORM	TERMS
C.F.	C.Z.

**SIGNATURE PAGE**

**TRUST AGREEMENT: BERRY'S CREEK STUDY AREA**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

Name of Respondent: The Wella Corporation  
(as shown on Appendix A)

Signature: 

Name: Mark C. Riedel

Title: Vice President

Date: July 15, 2008

**ADDITIONAL INSTRUCTIONS:** To satisfy requirements relating to the U.S.A. Patriot Act, please enclose with this signature page the following:

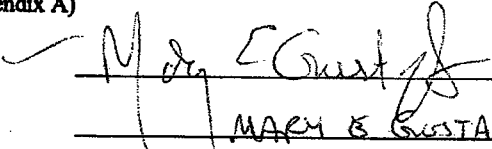
1. All signatories, a completed and executed Form W-9.
2. Publicly traded companies, your stock symbol: \_\_\_\_\_.
3. Privately held companies, a Certificate of Good Standing.
4. Trusts, your trust agreement.
5. Universities, your website address: \_\_\_\_\_.
6. Public entities, your website address: \_\_\_\_\_.

**SIGNATURE PAGE**  
**TRUST AGREEMENT: BERRY'S CREEK STUDY AREA**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

Name of Respondent: Trane US Inc.  
(as shown on Appendix A)

Signature: 

Name: MARY E GUSTAFSSON

Title: Vice President

Date: 8-1-08

**ADDITIONAL INSTRUCTIONS:** To satisfy requirements relating to the U.S.A. Patriot Act, please enclose with this signature page the following:

1. All signatories, a completed and executed Form W-9.
2. Publicly traded companies, your stock symbol: IR
3. Privately held companies, a Certificate of Good Standing.
4. Trusts, your trust agreement.
5. Universities, your website address: \_\_\_\_\_
6. Public entities, your website address: http://www.ingenewelland.com

**SIGNATURE PAGE**  
**TRUST AGREEMENT: BERRY'S CREEK STUDY AREA**

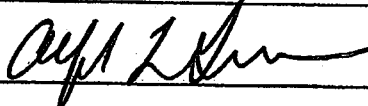
In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

ULANO CORPORATION, FOR ITSELF AND  
ITS FORMER CORPORATE AFFILIATE,  
BER MAR MANUFACTURING CORP.

Name of Respondent:  
(as shown on Appendix A)

Signature:



Name:

ALFRED GUERCIO

Title:

PRESIDENT

Date:

JULY 28, 2008

**ADDITIONAL INSTRUCTIONS:** To satisfy requirements relating to the U.S.A. Patriot Act, please enclose with this signature page the following:

1. All signatories, a completed and executed Form W-9.
2. Publicly traded companies, your stock symbol: \_\_\_\_\_.
3. Privately held companies, a Certificate of Good Standing.
4. Trusts, your trust agreement.
5. Universities, your website address: \_\_\_\_\_.
6. Public entities, your website address: \_\_\_\_\_.



**SIGNATURE PAGE**  
**TRUST AGREEMENT: BERRY'S CREEK STUDY AREA**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

Name of Respondent: UNION CARBIDE CORPORATION ("UCC")  
(as shown on Appendix A)

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ADDITIONAL INSTRUCTIONS:** To satisfy requirements relating to the U.S.A. Patriot Act, please enclose with this signature page the following:

1. All signatories, a completed and executed Form W-9.
2. Publicly traded companies, your stock symbol: \_\_\_\_\_.
3. Privately held companies, a Certificate of Good Standing.
4. Trusts, your trust agreement.
5. Universities, your website address: \_\_\_\_\_.
6. Public entities, your website address: \_\_\_\_\_.

**SIGNATURE PAGE**  
**TRUST AGREEMENT: BERRY'S CREEK STUDY AREA**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

Name of Respondent: United Technologies Corporation  
(as shown on Appendix A) on behalf of Inmont Corporation

Signature: W. F. Leikin

Name: William F. Leikin

Title: Assistant General Counsel

Date: 7-23-08

**ADDITIONAL INSTRUCTIONS:** To satisfy requirements relating to the U.S.A. Patriot Act, please enclose with this signature page the following:

1. All signatories, a completed and executed Form W-9.
2. Publicly traded companies, your stock symbol: UTX.
3. Privately held companies, a Certificate of Good Standing.
4. Trusts, your trust agreement.
5. Universities, your website address: \_\_\_\_\_.
6. Public entities, your website address: \_\_\_\_\_.

**SIGNATURE PAGE**  
**TRUST AGREEMENT: BERRY'S CREEK STUDY AREA**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

Name of Respondent: Universal Oil Products (subsidiary of Honeywell)  
(as shown on Appendix A)  
Signature: John J. Morris  
Name: John J. Morris  
Title: DIRECTOR - EAST COAST Portfolio  
Date: 7/29/08

**ADDITIONAL INSTRUCTIONS:** To satisfy requirements relating to the U.S.A. Patriot Act, please enclose with this signature page the following:

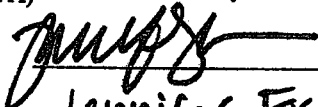
1. All signatories, a completed and executed Form W-9.
2. Publicly traded companies, your stock symbol: HON
3. Privately held companies, a Certificate of Good Standing. Not Applicable
4. Trusts, your trust agreement. Not Applicable
5. Universities, your website address: Not Applicable
6. Public entities, your website address: Honeywell.com

**SIGNATURE PAGE**  
**TRUST AGREEMENT: BERRY'S CREEK STUDY AREA**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

Name of Respondent: University of Minnesota  
(as shown on Appendix A)

Signature: 

Name: Jennifer Frisch

Title: Associate General Counsel

Date: July 16, 2008

**ADDITIONAL INSTRUCTIONS:** To satisfy requirements relating to the U.S.A. Patriot Act, please enclose with this signature page the following:

1. All signatories, a completed and executed Form W-9.
2. Publicly traded companies, your stock symbol: \_\_\_\_\_.
3. Privately held companies, a Certificate of Good Standing.
4. Trusts, your trust agreement.
5. Universities, your website address: www.umn.edu
6. Public entities, your website address: \_\_\_\_\_.

**SIGNATURE PAGE**  
**TRUST AGREEMENT: BERRY'S CREEK STUDY AREA**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

Name of Respondent: VEOLIA ES TECHNICAL SOLUTIONS, L.L.C., as  
(as shown on Appendix A) successor by merger to MARISOL, Incorporated.

Signature: Greg R. Siedor

Name: GREGG R. SIEDOR

Title: Chief Legal Officer

Date: 30 July 2008

**ADDITIONAL INSTRUCTIONS:** To satisfy requirements relating to the U.S.A. Patriot Act, please enclose with this signature page the following:

1. All signatories, a completed and executed Form W-9.
2. Publicly traded companies, your stock symbol: VE \*
3. Privately held companies, a Certificate of Good Standing.
4. Trusts, your trust agreement.
5. Universities, your website address: \_\_\_\_\_.
6. Public entities, your website address: \_\_\_\_\_.

\* This is the stock symbol  
for our ultimate parent company.  
A Certificate of Good Standing for  
VEOLIA ES TECHNICAL SOLUTIONS,  
L.L.C. will be supplied.

**SIGNATURE PAGE**  
**TRUST AGREEMENT: BERRY'S CREEK STUDY AREA**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

Name of Respondent: W. A. BAUM CO, INC.  
(as shown on Appendix A)

Signature: Edward J. May

Name: EDWARD J. MAY

Title: CONTROLLER

Date: 7/29/08

**ADDITIONAL INSTRUCTIONS:** To satisfy requirements relating to the U.S.A. Patriot Act, please enclose with this signature page the following:

1. All signatories, a completed and executed Form W-9.
2. Publicly traded companies, your stock symbol: \_\_\_\_\_.
3. Privately held companies, a Certificate of Good Standing.
4. Trusts, your trust agreement.
5. Universities, your website address: \_\_\_\_\_.
6. Public entities, your website address: \_\_\_\_\_.

**SIGNATURE PAGE**  
**TRUST AGREEMENT: BERRY'S CREEK STUDY AREA**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

Name of Respondent: Warner-Lambert Company, LLC.  
(as shown on Appendix A)

Signature: 

Name: John H. Klock

Title: Attorney for Warner Lambert Co., LLC

Date: July 31, 2008

**ADDITIONAL INSTRUCTIONS:** To satisfy requirements relating to the U.S.A. Patriot Act, please enclose with this signature page the following:

1. All signatories, a completed and executed Form W-9.
2. Publicly traded companies, your stock symbol: \_\_\_\_\_.
3. Privately held companies, a Certificate of Good Standing.
4. Trusts, your trust agreement.
5. Universities, your website address: \_\_\_\_\_.
6. Public entities, your website address: \_\_\_\_\_.

*Note: Warner Lambert, Co., LLC is a wholly owned subsidiary of Pfizer Inc.*

**SIGNATURE PAGE**

**TRUST AGREEMENT: BERRY'S CREEK STUDY AREA**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

Name of Respondent: Western Michigan University  
(as shown on Appendix A)

Signature: \_\_\_\_\_

Name: Lowell P. Rinker

Title: Treasurer

Date: 7/19/08

**ADDITIONAL INSTRUCTIONS:** To satisfy requirements relating to the U.S.A. Patriot Act, please enclose with this signature page the following:

1. All signatories, a completed and executed Form W-9.
2. Publicly traded companies, your stock symbol:
3. Privately held companies, a Certificate of Good Standing.
4. Trusts, your trust agreement.
5. Universities, your website address: [www.wmich.edu](http://www.wmich.edu)
6. Public entities, your website address:



**SIGNATURE PAGE**  
**TRUST AGREEMENT: BERRY'S CREEK STUDY AREA**

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

**GRANTOR**

Name of Respondent:  
(as shown on Appendix A)

Signature:

Name:

Title:

Date:

for  
Wyeth Holdings Corporation (f/k/a Amersham CyanoMed Company)  
by CYTEC Industries Inc.  
Thomas E. Meserach  
Safety, Health & Environmental Counsel  
7-29-08

**ADDITIONAL INSTRUCTIONS:** To satisfy requirements relating to the U.S.A. Patriot Act, please enclose with this signature page the following:

1. All signatories, a completed and executed Form W-9. ATTACHED
2. Publicly traded companies, your stock symbol: CYT
3. Privately held companies, a Certificate of Good Standing.
4. Trusts, your trust agreement.
5. Universities, your website address: www.cytetec.com
6. Public entities, your website address: www.cytetec.com

**Joseph N. Bartels**

**From:** stephanie.roche@usbank.com  
**Sent:** Tuesday, August 12, 2008 2:08 PM  
**To:** Joseph N. Bartels  
**Cc:** marilyn.gerbino@usbank.com  
**Subject:** RE: wire

Joe,

The \$1 Million wire has been received and the Berrys Creek Trust has been Funded. Below is a Screen Print of the Transaction. It has been a pleasure to work with you on this transaction. Do not hesitate to contact me if you require anything further.

```

SEI DIRECT1 - EXTRA!@ Personal Client
File Edit View Tools Session Options Help

TRANSACTIONS FROM 08/12/08 TO 08/12/08 - ALL PORTFOLIOS
128274000 BERRYS CREEK/USEPA TR AGMT PRIN. CASH IN
COMMAND ==> TRANSACTIONS FROM 08/12/08 TO 08/12/08 - ALL PO

08/11 BALANCES CARRIED FORWARD 0.00

08/12 CASH RECEIPT 1,000,000.00
RECEIPT OF FUNDS
FED REF 3949 MG 3000056366
BERRYS CREEK
-----

08/12 ENDING BALANCE - PRINCIPAL PORTFOLIO 1,000,000.00
08/12 ENDING BALANCE - INCOME PORTFOLIO
08/12 ENDING BALANCE - INVESTED INCOME PORTFOLIO

128274000 BERRYS CREEK/USEPA TR AGMT PRIN. CASH
F1-HELP F2-HINT F3-END F5-RFIND F6-PRINT F7-UP F8-DOWN

4B :00.2
Connected to host seitpx.us.bank-dns.com [206.220.237.7] (T07B0FB1)
Start RE: wire - Lotus Notes SEI DIRECT1 - EXTR... MetaFrame Presentati... Document1 - Microsoft...

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Roche

8/12/2008

U.S. Bank National Association  
Corporate Trust Services  
21 South Street  
Morristown, NJ 07960  
tel: 973-898-7160  
fax: 973-682-4540

U.S. BANCORP made the following annotations

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Electronic Privacy Notice: This e-mail, and any attachments, contains information that is, or may be, covered by electronic communications privacy laws, and is also confidential and proprietary in nature. If you are not the intended recipient, please be advised that you are legally prohibited from retaining, using, copying, distributing, or otherwise disclosing this information in any manner. Instead, please reply to the sender that you have received this communication in error, and then immediately delete it. Thank you in advance for your cooperation.  
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8/12/2008